

City Hall
80 Broad Street
March 14, 2017
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Shahid
2. Approval of Minutes:
 - a.) February 28, 2017
3. Bids and Purchases
4. Budget Finance and Revenue Collections: Approval of the 2017 Master Lease Purchase Financing Agreement with TD Equipment Finance, 40 Calhoun Street, Charleston, SC in the amount of \$6,025,853; Solicitation #17-B001C [Ordinance]
5. Budget Finance and Revenue Collections: Approval to renew the Workers Compensation Excess Insurance contract with Safety National in the amount of \$311,960. The 2017 policy renewal rate is flat, but the premium is increasing by 7% due to the increased payroll. This policy runs April 1, 2017 to April 1, 2018. Councilmember Riegel, the HR Committee Chair, has been briefed on the recommendation and approved adding this item to the Ways and Means agenda.
6. Fire Department: Approval to apply for a SLED grant in the amount of \$96,000 for the Low Country Regional Collapse Search & Rescue Team-Charleston. Funds will be used to purchase new and replacement equipment. No City match is required.
7. Mayor's Office for Children Youth & Families: Approval to accept the Youth Volunteer Corps Grant award in the amount of \$200 for the Service-Learning Implementation program. No City match is required.
8. Office of Cultural Affairs: Approval to submit a grant application to the SC Arts Commission in the amount of \$10,000 for the Lowcountry Quarterly Arts Grants Program. A City match of \$10,000 is required. The grant period is 7/1/17 through 6/30/18. The matching funds will be included in the 2018 Community Assistance budget if the grant is awarded.
9. Office of Cultural Affairs: Approval to submit a grant application to the USDA Agricultural Marketing Service Farmers Market Promotion Program in the amount of \$250,000. Funds will be used for the Charleston Farmers Market and the West Ashley Farmers Market. No City match is required.
10. Parks-Capital Projects: Approval of a Construction Contract with MUSCO Sports

Lighting, LLC in the amount of \$559,500 for the purchase and installation of eight new MUSCO lighting structures at Governors Park athletic fields. This is being done through a cooperative purchase agreement with the National Joint Powers Alliance. The project timetable is scheduled for 100 days. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council approved budget. The Construction Contract will obligate \$559,500 of the \$700,000 project budget. The funding sources for this project are: S.C. Sports Development Funding Grant (\$350,000) and 2013 General Fund Reserves (\$350,000).

11. Parks-Capital Projects: Approval of a Construction Contract with MUSCO Sports Lighting, LLC in the amount of \$462,500 for the purchase and installation of six new MUSCO lighting structures at Bayview Soccer Complex. This is being done through a cooperative purchase agreement with the National Joint Powers Alliance. The project timetable is scheduled for 100 days. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council approved budget. The Construction Contract will obligate \$462,500 of the \$505,000 project budget. The funding sources for this project are: 2012 General Fund Reserves (\$9,269.18) and 2013 General Fund Reserves (\$495,730.82).
12. Parks-Capital Projects: Approval of the Louis Waring, Jr. West Ashley Senior Center Fee Amendment #3 to the Professional Services Contract with Liollio Architecture in the amount of \$43,100 for an additional 135 days of construction administration. This approval will result in a budget transfer of \$43,100 to the Liollio Architecture Professional Services Contract from the Project Contingency. The total project budget remains unchanged. The total contract time is increased by 135 days. The approval of Fee Amendment #3 will result in a \$43,100 increase to the Liollio Architecture Professional Services Contract from \$623,437 to \$666,537. The funding sources for this project are: 2012 General Fund Reserves, 2014 GO Bond, 2013 General Fund Reserves, 2014 General Fund Reserves, and Capital Contribution from Roper St. Francis.
13. Public Service: Approval for B&C Land Development to install a pipe check valve in the amount of \$53,625 at the Limehouse Street/Battery outfall. This replaces a failed Tideflex valve. The work was performed as an emergency repair due to the need to prevent potential flooding of the surrounding streets and properties.
14. Police Department: Approval of a law enforcement assistance and support agreement with the United States Marshal Service. They have agreed to sign once approved by and signed by all necessary parties from the City.
15. Police Department: Approval of the Law Enforcement Assistance and Support Agreement with Colleton County Sheriff's Office.
16. Police Department: Approval of a contract between CPD and Turning Leaf Project. Turning Leaf Project provides pre-release and post-release reentry programs for CCDC inmates. The amount to be paid by the City is \$85,000. This is the same amount for a

similar contract approved in 2016.

17. The Committee on Real Estate: (Meeting was held March 14, 2017 at 4:00 p.m. at City Hall, 80 Broad Street)

- a. Request approval of the Agreement whereby Charleston County School District and the City agree to reestablish the southeast quadrant of Hampstead Square for use as a public park (TMS: 459-09-02-151). The property was established as a Public Mall in 1871.
- b. Request approval of the Second Amendment to Agreement of Purchase and Sale whereby the City and SC State desire to remove certain reversionary interests benefitting the City from the Deed requirements set forth therein, and language imposing a deadline for the construction of the Community Center. (Corner of Lee and America Street; TMS: 459-05-04-210). The property is owned by the City of Charleston. [Ordinance]
- c. Consider the following annexation:
 - i. 1522 Grimball Road (TMS# 427-00-00-008) 0.41 acre, James Island (District 6); This property is owned by Francina Backman.
 - ii. 2205 Ramsay Street (TMS# 343-05-00-125) 0.25 acre, James Island (District 11); This property is owned by Edward Mungo.
 - iii. 1524 Grimball Road (TMS# 427-00-00-085) 0.58 acre, James Island (District 6); This property is owned by Clyde J. Smalls and Carol J. Smalls.
 - iv. Grimball Road Extension and Cooper Judge Lane (TMS#'s 427-00-00-081 and 427-00-00-113) 1.19 acres, James Island (District 6); This property is owned by JJR Development LLC.
 - v. Vacant property off of Folly Road (TMS# 427-00-00-114) 0.99 acre, James Island (District 6); This property is owned by Clyde J. Smalls and Carol J. Smalls.

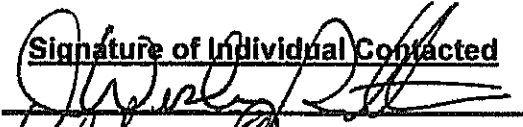
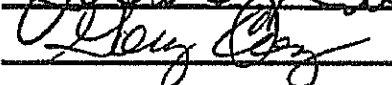
COMMITTEE / COUNCIL AGENDA

3a.)

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS) DIGITAL SCANNING
REQUEST: APPROVAL FOR SCANNING SERVICES FOR EXISTING LARGE SCALE DOCUMENTS (PLANS AND DRAWINGS) AS PART OF THE NEW ELECTRONIC DOCUMENT MGMT SYSTEM. STATE CONTRACT #: 4400004820

COMMITTEE OF COUNCIL: Ways & Means DATE: March 14, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: IT Account #: 161000-52206

Balance in Account \$75,000.00 Amount needed for this item \$75,000.00 

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NOTES: This purchase includes all necessary services to complete initial scanning to digital format of large scale documents (plans and drawings) for the Public Service Department and the PP&S Department as part of the new Electronic Document Management System project. This will allow for the significant reduction in the use and storage of paper for these large documents while improving the City's interaction with residents and customers regarding related building projects.

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature:


John J. Tecklenburg, Mayor



City of Charleston - Phase 1B Outsource Scanning Estimate
Planning, Preservation, and Sustainability; Public Service; and Records

February 24, 2017
SC State Contract # 4400004820

Large Format Scanning

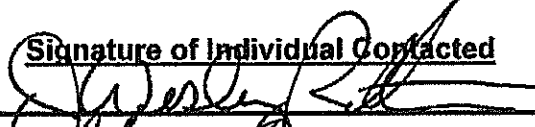

Qty	Service	Unit Price	Total
21,429	Color Scanning and Indexing Drawings larger than 11x17 (including 4 indexes), Courier Services, and Import Services into EDMS	3.50	75,000.00
Large Format Scanning Total			<u>75,000.00</u>

COMMITTEE / COUNCIL AGENDA

3b.)

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS) PHASE II
REQUEST: APPROVAL TO PURCHASE SOFTWARE & SERVICES TO IMPLEMENT PHASE II OF THE
NEW ELECTRONIC DOCUMENT MGMT SYSTEM. STATE CONTRACT #: 4400004820
COMMITTEE OF COUNCIL: Ways & Means DATE: March 14, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: IT Account #: 161000-52206✓

161000-52058✓

Balance in Account	\$145,000.00	Amount needed for this item	\$143,094.00
	<u>\$55,000.00</u>		<u>\$50,637.00</u>



Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NOTES: This purchase includes all necessary software and services to implement the second phase of the new Electronic Document Management System to facilitate the conversion of existing printed documents and plans to digital format and to process future documentation in digital format, significantly reducing the use of paper, saving money, time and storage while improving the City's interaction with residents and customers. This project will add the following departments and divisions into the previously installed base system implemented under Phase I: Human Resources, Public Information, Corporation Counsel, Cultural Affairs, Mayor's Office for Children, Youth & Families, BFRC, and Internal Auditing

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature:


John J. Tecklenburg, Mayor



City of Charleston - Phase 2 EDMS Groups Estimate

Human Resources, Business Technology Development, Corporation Counsel, Cultural Affairs, Fleet Management, Internal Auditing, Mayor's Office for Children, Youth & Families, BFRC/Revenue Collections

February 24, 2017

SC State Contract # 4400004820

Software

Qty License	Unit Price	Total
34 iaFolder Imaging Retrieval Concurrent SW License	805	27,370
10 iaFolderScan add on option license (requires existing iaFolder SW License)	500	5,000
3 iaCapture Scan/Index Workstation SW License	2,500	7,500
34 Print2iaFolder add on option license (requires existing iaFolder license)	200	6,800
SubTotal		46,670
Sales Tax		3,967
Software Total		50,637

Annual Software Maintenance

Qty License	Unit Price	Total
34 iaFolder Imaging Retrieval Concurrent SW License	240	8,160
10 iaFolderScan add on option license (requires existing iaFolder SW License)	100	1,000
3 iaCapture Scan/Index Workstation SW License	1,500	4,500
34 Print2iaFolder add on option license (requires existing iaFolder license)	40	1,360
1 Integration Support	7,500	7,500
Subtotal		22,520
Sales Tax		1,914
Software Maintenance Total		24,434
Software and Software Maintenance Total		75,071

Professional Services

Analysis and Documenting Processes
Software Implementation and Configuration
Integration
Testing
Training (Operator, User, and Admin)
Documentation
Project Management

Professional Services Total 118,660

Grand Total

\$193,731

3c.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Gregory Mullen DEPT. Police Department
SUBJECT: POLICE VEHICLE UPFIT
REQUEST: Approval to process a change order to increase the contract with
Light-N-Up, 101 Sunset Drive, Roebuck, SC 29376.
Solicitation #15-P008R

COMMITTEE OF COUNCIL: Ways & Means DATE: March 14, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>J. Mullen</u>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Gregory Mullen</u>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 200000 Account #: 52023 *KCM*

Balance in Account \$110,000 *KCM* Amount needed for this item \$45,000.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: This will increase the contract to a Not to Exceed \$110,000.00/year.

Mayor's Signature: John J. Tecklenburg
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



JOSEPH P. RILEY, JR.
MAYOR

VANESSA TURNER-MAYBANK
CLERK OF COUNCIL

City of Charleston

South Carolina

Clerk of Council Department

November 10, 2015

Mr. Stephen Bedard, CFO
City of Charleston
116 Meeting Street
Charleston, SC 29401

Re: BIDS AND PURCHASES

Dear Mr. Bedard:

The Committee on Ways and Means and City Council, at their respective meetings on October 13, 2015, approved the following items in Bids and Purchases:

BUDGET, FINANCE & REVENUE COLLECTIONS: **ACCOUNT: 051346-58005** **APPROPRIATION: \$ 43,985.01**
Approval to purchase and installation of required items to expand and reinforcement of the existing audio system from Strategic Connections, 2721 Spring Forest Road, Raleigh, NC 27616.

FLEET MANGEMENT DEPARTMENT: **ACCOUNT: 062014-58010** **APPROPRIATION: \$123,365.00**
Approval to purchase a 2015 Freightliner Cab with a Pac Mac Grapple Hoist, Model KB20. NJPA Contract #031014-HMC. Using 2014 Lease Purchase Funds.

TRAFFIC AND TRANSPORTATION DEPARTMENT: **ACCOUNT: 230000-5206/52962** **APPROPRIATION: \$300,000.00**
Approval of contracts for On-Call ITS Maintenance and Installation Services with the following three firms: ALS of NC, Precision Contracting Services and Sierras Construction. Solicitation#15-B023R. *(One original of each to Steven Bedard; two originals of each to Gary Cooper; one original of each to Troy Mitchell; one original of each to be retained in the Clerk of Council's office)*

POLICE DEPARTMENT: **ACCOUNT: 200000-52023** **APPROPRIATION: \$ 65,000.00**
Approval to establish a contract for the Upfit of the Police Vehicles with Light-N-Up, LLC, 101 Sunset Drive, Roebuck, SC 29376. Solicitation #15-P008R. *(One original to Steven Bedard; two originals to Gary Cooper; one original to Chief Mullen; one original to be retained in the Clerk of Council's office)*

Sincerely,

Jennifer Cook
Assistant Clerk of Council

Enclosures: As Stated

c: Mayor Joseph P. Riley, Jr.
Amy Wharton, Assistant Chief Financial Officer
Ben Dellucci, Fleet Management
Hernan Pena, Traffic & Transportation Department
Troy Mitchell *(w/ original documents)*
Chief Mullen, Police Department
Gary Cooper, Director of Procurement *(w/ original documents)*
Theron Snape, Minority Business Enterprise
CHARLESTON CITY HALL • 80 BROAD STREET • CHARLESTON, SOUTH CAROLINA 29401 • (843) 724-3727

3d.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Ben Dellucci DEPT. Fleet Management

SUBJECT: 2113 PLUS 3 YARD VACTOR ON A 2017 FREIGHTLINER CAB, CHASSIS

REQUEST: Approval to purchase one (1) 2113 Plus 3 Yard Vactor on a 2017 Freightliner Cab, Chassis from Public Works Equipment & Supply, 4519 Old Charlotte Wy, Monroe, NC 28110. NJPA Contract #022014FSC

COMMITTEE OF COUNCIL: Ways & Means DATE: March 14, 2017

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Fleet Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>B. J. Dellucci</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Gregory</i>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: * Account #: 58015 *KCM*

Balance in Account _____ Amount needed for this item \$271,511.86

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: *Wm. Wharton*

FISCAL IMPACT: * Using 2017 Lease Purchase Funds

Mayor's Signature: *John J. Tecklenburg*
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

The seal of the National Fire Protection Association (NFPA) is a circular emblem. It features a central shield with a fire hydrant, a fire engine, and a fireman. The shield is surrounded by a wreath. The text "NATIONAL FIRE PROTECTION ASSOCIATION" is written around the top inner edge of the seal, and "FIRE PREVENTION" is written around the bottom inner edge. The year "1896" is at the bottom.

Ship To: _____

Item #	Quantity	Unit	Description	Unit Price	Ext. Price
	1		NEW 2113 PLUS 3 YARD VACTOR		\$ 271,211.86
			ON A 2017 FREIGHTLINER CAB,CHASSIS		
			CAB,CHASSIS		
	1		State Tax	300	\$300.00
			NJPA CONTRACT #022014FSC		
			AS PER QUOTE/SPEC,S		
			FOR		
			P.S. STORMWATER		
				Total	\$271,511.86

Authorized Approval

**PUBLIC WORKS
EQUIPMENT AND SUPPLY, INC.**

4519 OLD CHARLOTTE HWY • MONROE, NC 28110
(800) 222-6803 • (704) 289-6488 • FAX (704)-283-2266
WWW.PWEASI.COM

DATE: January 9, 2017

TO: Ben Dellucci
City of Charleston
NJPA Member # 83922
Fleet Manager
2150 Milford St
Charleston, SC 29405
RE: Quote for Vactor 2103 per NJPA Contract #022014FSC

1 New Vactor 2103 Single Engine Positive Displacement Combination Truck Per Attached Specifications	\$192,933.88
1 , Single Axle, 2017 Freightliner 108 SD, 260 HP, Auto, 26000 GVWR, Air Brakes, 2013 Emissions	\$81,076.00
	-\$5,788.02
1 Less NJPA Discount	
1 Incoming Freight, PDI, Local Delivery and Training	\$2,990.00
TOTAL NET DELIVERED PRICE	\$271,211.86

City to pay sales tax at time of tag and Title Application

Best Regards,

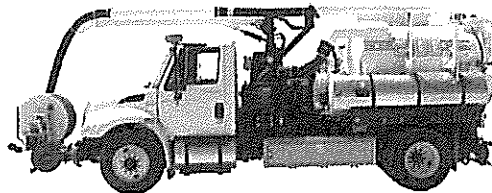
Reed Davis

**PUBLIC WORKS
EQUIPMENT AND SUPPLY**

Since 1972

Presents a Proposal Summary

of the



2103

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy
Duty Truck Chassis

for

City of Charleston
2150 Milford St
Charleston, SC 29405
USA

Reed Davis
Tel:

List Summary

Order Qty	Part Number	Description
1	2103-16	2103 PD, 15" Vacuum, 3 yrd Debris, 500 Gal Water, Combo
1	M160STD	Mandatory Mounting Charge
1	M000STD	Roots Blower 616 RCS
1	M001STD	3 Cubic Yard Debris Tank Capacity
1	M002STD	Mud Flaps
1	M003STD	Color Coded Sealed Electrical System
1	M3008STD	Air shift controls for Transfer Case
1	M004STD	Remote Pendant Control With 35' Cord
1	M005STD	Double Acting Dump Hoist Cylinder
1	M007STD	Ex-Ten Steel Cylindrical Debris Tank
1	M009STD	Water Level Sight Gauge
1	M011STD	Multi-Flow Water System
1	M012STD	Jet Rodder Water System Accumulator
1	M013STD	120 deg. 4ft Extendable Boom
1	M014STD	Vacuum Relief (Kunkel Valves)
1	M015STD	3" Y-Strainer at Water Pump Inlet
1	M016STD	40 GPM/2500 PSI Variable Flow Water System
1	M017STD	500 Gallon Water Tank Capacity
1	M018STD	Toolbox, Passenger Side Chassis Frame, 36w x 18h x 18d, STD
1	M019STD	Stainless Steel Float Ball Shut-Off
1	M020STD	Rotating Hose Reel, 3/4" x 500' Capacity, 120 Deg. Rotation
1	M021STD	500' x 3/4" Sewer Hose 3000 PSI, Piranha
1	M022STD	Hose Reel Hydraulic Tilt Function
1	M023STD	Electronic Back-Up Alarm
1	M024STD	Hose Footage Counter Front Side of Hose Reel - Mechanical
1	M4601STD	Dual Roller Hose Level Wind Guide
1	M6017STD	Hydraulic Tank Shutoff Valves
1	S390BSTD	Vacuum Pipe Package - 6"
1	MS560STD	Emergency Flare Kit
1	MS590STD	Fire Extinguisher 5 Lbs.
1	M1012A	4" Decant System w/Air Operated Knife Valve, Streetside
1	M1015	Folding Pipe Rack, Curbside
1	M1015A	Folding Pipe Rack, Streetside
1	M1023A	Plastic Lube Chart, included with Lube Manifold
1	M1601STD	Debris Body Flushout
1	M1603STD	4" Rear Door Butterfly Valve, 3:00 position
1	M1604BSTD	Pump Off Ports Only
1	M1605STD	Rear Door Splash Shield
1	M1606STD	Hydraulic Rear Door Locks
1	M2601STD	Low Water Light w/Alarm
1	M2603A	3" Y-Strainer at Fill in lieu of 2"
1	M2604	Air Purge
1	M3015	Hot Shift Blower Drive
1	M3605	Lube Manifold
1	M3607STD	Handgun Hose Reel w/Spring Retract
1	M4011	Wireless Remote, Handheld

1	M4604STD	Front Joystick Boom Control
1	M5014	1" Water Relief Valve
1	M5021	Hydro Excavation Kit/Retract Reel w/50' Hose and Nozzle
1	M5605A	Strobe Light, Rear, Federal Signal US-5 Series, Amber
1	M5608	Worklights (2), Extendable Boom
1	M5609	Rear Beacon Limb Guard
1	M6018	Nozzle Storage Rack
1	M6019	Rodder Pump Drain Valves
1	M6602STD	Tow Hooks, Front
1	M6602ASTD	Tow Hooks, Rear
1	M7604A	Toolbox, Driver Side Chassis Frame, 48w x 18h x 18d
1	M8001C	Rear Directional Control, Signal Master LED Arrow Stick, 8 Lights
1	M8020E	DOT 3 Lighting Package, 6 Federal Signal Strobe Lights
1	M9021B	Camera System, Front, Rear and Both Sides
1	M9023A	Safety Cone Storage Rack - Post Style
1	P112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer
1	32087-30	(1) 6" Quick Clamp Assembly
1	34763A-30	(1) 6" x 5' Aluminum Vacuum Tube
1	MAFS260A-CH	Vactor Supplied Chassis, Single Axle, 2017 Freightliner 108 SD, 260 HP, Auto, 26000 GVWR, Air Brakes, 2013 Emissions
1	Freight Charges	

Chassis Source - Vactor Supplied

Module Paint Match Cab - Yes

Module Paint Color - White

Cab Color - White

Cab Stripe Color - None

Certified Unit Weights Required? - No

Chassis Note: None

PROPOSAL DATE: 1/8/2017

QUOTE NUMBER: 2017-18650

Price List Date: 1/1/2017

PO NUMBER:

QTY: _____ Customer Initials: _____

PAYMENT TERMS:

PROPOSAL NOTES:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will requires a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX, Series and Jetters

10 years against water tank leakage due to corrosion.
nonMettalic water tanks are covered for 5 yrs against any factory defect in material or workmanship.

2100 Series and HXX only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

2 years - VectorRodder Pump on all unit serial numbers starting with 13##V####.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER

VACTOR

VACTOR/GUZZLER MANUFACTURING

1621 S. Illinois Street
Streator, IL 61364

Prepared for:
2016 26000 GVW AIR BRAKES
VACTOR MANUFACTURING
MAFS260A-2016.0
1621 S ILLINOIS STREET
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Phone: 815 672 3171

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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description
PRL-09D	SD PRL-09D (EFF:08/05/14)
DRL-020	SPECPRO21 DATA RELEASE VER 020
001-176	108SD CONVENTIONAL CHASSIS
004-216	2017 MODEL YEAR SPECIFIED
002-004	SET BACK AXLE - TRUCK
019-002	STRAIGHT TRUCK PROVISION
003-001	LH PRIMARY STEERING LOCATION
AA1-002	TRUCK CONFIGURATION
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE
A84-1GM	GOVERNMENT BUSINESS SEGMENT
AA4-002	LIQUID BULK COMMODITY
AA5-006	TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE
AB5-003	MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 16000.0 lbs
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 26000.0 lbs
AA3-034	SEWER/INDUSTRIAL VACUUM BODY
101-2XG	CUM ISL 260 HP @ 2000 RPM; 2200 GOV RPM, 720 LB/FT @ 1300 RPM
79A-070	70 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT

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Data Code	Description		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
99C-015	2015 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14		
99D-009	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE OF HOOD)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-098	(2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
* 291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
* 108-002	STANDARD AIR COMPRESSOR GOVERNOR		
* 131-013	AIR COMPRESSOR DISCHARGE LINE		
152-040	ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25

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	Data Code	Description		
	28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
*	239-200	INTEGRATED STACK AND B-PILLAR PIPE WITH MINIMUM STACK PROTRUSION ABOVE CAB		
	237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
*	23U-001	6 GALLON DIESEL EXHAUST FLUID TANK	-40	-20
	30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
	23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
	43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
	43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
	242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
	273-048	HORTON 2-SPEED DRIVEMASTER POLAREXTREME FAN DRIVE		
	276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
	110-003	CUMMINS SPIN ON FUEL FILTER		
	118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
	266-028	1200 SQUARE INCH ALUMINUM RADIATOR		
	103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE- CHARGED SCA HEAVY DUTY COOLANT		
	171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
	172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
	270-016	RADIATOR DRAIN VALVE		
	138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
	140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
*	134-001	ALUMINUM FLYWHEEL HOUSING		
	132-004	ELECTRIC GRID AIR INTAKE WARMER		
	155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	15	
	342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		

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Data Code	Description	
343-323	ALLISON VOCATIONAL PACKAGE 172 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS	
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES	
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY	
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY	
85E-998	TCU-MAX PTO ENGINE SPEED ENGAGEMENT NOT CONFIGURED	
85F-998	TCU-MAX PTO ENGINE SPEED OPERATION NOT CONFIGURED	
85G-998	TCU-MAXIMUM PTO OUTPUT SPEED ENGAGEMENT NOT CONFIGURED	
85H-998	TCU-MAXIMUM PTO OUTPUT SPEED OPERATION NOT CONFIGURED	
353-022	VEHICLE INTERFACE WIRING WITH BODY BUILDER CONNECTOR MOUNTED BACK OF CAB, NO BLUNT CUTS	
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED	
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO	
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION	
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN	
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED	
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013	
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK	
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)	
400-095	MFS-12-143A 12,000# FF1 SINGLE FRONT AXLE	30
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES	
403-002	NON-ASBESTOS FRONT BRAKE LINING	
419-023	CONMET CAST IRON FRONT BRAKE DRUMS	
427-001	FRONT BRAKE DUST SHIELDS	5

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Data Code	Description		
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
406-001	STANDARD KING PIN BUSHINGS		
536-050	TRW THP-60 POWER STEERING		
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		
620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
420-1N0	MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE		10
421-586	5.86 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-079	MXL 16T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	10	10
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		5
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS		
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE		
622-1MG	21,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		20
621-001	SPRING SUSPENSION - NO AXLE SPACERS		

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	Data Code	Description		
	431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
	490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
	871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
	904-001	FIBER BRAID PARKING BRAKE HOSE		
	412-001	STANDARD BRAKE SYSTEM VALVES		
	46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
	413-002	STD U.S. FRONT BRAKE VALVE		
	432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
	480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
*	479-005	AIR DRYER MOUNTED INBOARD ON RH RAIL		
	460-001	STEEL AIR BRAKE RESERVOIRS		
	607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
	477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
	485-045	METALLIC AIR MANIFOLD MOUNTED TO BACK OF CAB CROSSMEMBER WITH SIX 1/4 INCH FITTINGS AND 70 PSI PROTECTION VALVE	5	
	335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
	545-472	4725MM (186 INCH) WHEELBASE		
*	546-1AG	9/32X3-1/16X10-1/16 INCH STEEL FRAME (7.14X255.6MM/0.281X10.06 INCH) 80KSI		
	552-014	1900MM (75 INCH) REAR FRAME OVERHANG		
	55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-20	110
	549-030	6 INCH INTEGRAL FRONT FRAME EXTENSION	50	-5
	AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 120.45 in		
	AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 117.45 in		
	AE4-99D	CALC'D FRAME LENGTH - OVERALL : 304.4		
	AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 120.45 in		
	FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 101.88 in		

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Data Code	Description	
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 100.96 in	
553-001	SQUARE END OF FRAME	
550-001	FRONT CLOSING CROSSMEMBER	
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER	
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)	
572-001	STANDARD REARMOST CROSSMEMBER	
565-001	STANDARD SUSPENSION CROSSMEMBER	
556-1E5	14 INCH PAINTED STEEL BUMPER	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE	
551-017	GRADE 8 THREADED HEX HEADED FRAME FASTENERS INSTALLED WITH BOLT HEADS ON OUTSIDE OF FRAME	
605-1AB	D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME	
204-150	50 GALLON/189 LITER ALUMINUM FUEL TANK - LH	-5
218-001	23 INCH DIAMETER FUEL TANK(S)	
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS	
212-007	FUEL TANK(S) FORWARD	
664-001	PLAIN STEP FINISH	
205-001	FUEL TANK CAP(S)	
122-075	ALLIANCE FUEL FILTER/WATER SEPARATOR	
216-020	EQUIFLO INBOARD FUEL SYSTEM	
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE	
* 221-008	FUEL COOLER MOUNTED LEFT HAND OUTSIDE RAIL	
093-1G4	MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES	12
094-0DH	MICHELIN XDE M/S 11R22.5 14 PLY RADIAL REAR TIRES	28
418-056	CONMET PRESET PLUS IRON FRONT HUBS	
450-056	CONMET PRESET PLUS IRON REAR HUBS	
502-1F2	22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC FRONT WHEELS	
505-1F2	22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS	

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Data Code	Description
829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
650-008	AIR CAB MOUNTS
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
678-001	LH AND RH GRAB HANDLES
645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL
646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE
644-004	FIBERGLASS HOOD
690-002	TUNNEL/FIREWALL LINER
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK
726-001	SINGLE ELECTRIC HORN
728-001	SINGLE HORN SHIELD
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS
302-001	(5) AMBER MARKER LIGHTS
311-012	DAYTIME RUNNING LIGHTS - LOW BEAM ONLY
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS
797-001	DOOR MOUNTED MIRRORS
796-001	102 INCH EQUIPMENT WIDTH
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
74A-001	RH DOWN VIEW MIRROR
729-001	STANDARD SIDE/REAR REFLECTORS
768-043	63X14 INCH TINTED REAR WINDOW
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS
654-003	MANUAL DOOR WINDOW REGULATORS
663-013	TINTED WINDSHIELD
659-006	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR
707-1AK	OPAL GRAY VINYL INTERIOR

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Data Code	Description	
706-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR	
708-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR	
772-006	BLACK MATS WITH SINGLE INSULATION	
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER	
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING	
694-010	IN DASH STORAGE BIN	
742-007	(2) CUP HOLDERS LH AND RH DASH	
680-006	GRAY/CHARCOAL FLAT DASH	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER	
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE	
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH	
170-019	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES	
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR	
702-002	BINARY CONTROL, R-134A	
739-033	STANDARD INSULATION	
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES	
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM	
324-014	DOMELIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS	
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS	
284-023	(1) 12 VOLT POWER SUPPLY IN DASH	
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT	
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS	
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER	

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Data Code	Description	
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER	
763-032	3 POINT FIXED D-RING RETRACTOR DRIVER AND PASSENGER SEAT BELTS	
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL	
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS	
732-004	GRAY DRIVER INSTRUMENT PANEL	
734-004	GRAY CENTER INSTRUMENT PANEL	
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS	
870-001	BLACK GAUGE BEZELS	
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM	
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES	
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS	
721-001	97 DB BACKUP ALARM	3
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL	
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY	
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED	
160-025	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH	
844-001	2 INCH ELECTRIC FUEL GAUGE	
148-071	ENGINE REMOTE INTERFACE WITH INCREMENT/DECREMENT	
163-004	ENGINE REMOTE INTERFACE CONNECTOR IN ENGINE COMPARTMENT	
* 33U-002	VACTOR INTERLOCK PREP	
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE	
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT	
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY	
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS	

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Prepared for:
 2016 26000 GVW AIR BRAKES
 VACTOR MANUFACTURING
 MAFS260A-2016.0
 1621 S ILLINOIS STREET
 STREATOR, IL 61364
 Phone: 815 672 3171

Prepared by:
 Bob Jensen
 TRANSCICAGO TRUCK GROUP
 776 N. YORK ROAD
 ELMHURST, IL 60126
 Phone: 630-279-0600 ext.631

Data Code	Description	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE	
746-1B0	AM/FM/WB RADIO WITH CD PLAYER, BLUETOOTH AND MICROPHONE, USB, FRONT AND REAR AUXILIARY INPUTS AND J1939	10
747-001	DASH MOUNTED RADIO	
750-002	(2) RADIO SPEAKERS IN CAB	
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER	
812-001	ELECTRONIC 3000 RPM TACHOMETER	
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP	
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY	
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY	
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH	
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR	
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE	
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS	
065-000	PAINT: ONE SOLID COLOR	
980-3F6	CAB COLOR A: N0006EA WHITE ELITE SS	
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT	
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)	
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)	
964-020	STANDARD BLACK BUMPER PAINT	
963-998	NO UNDERCOAT	
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS	
	NO SALES PROGRAMS HAVE BEEN SELECTED	

TOTAL VEHICLE SUMMARY

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Adjusted List Price

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight*	7043 lbs	3934 lbs	10977 lbs
<hr/>			
Total Weight*	7043 lbs	3934 lbs	10977 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

P73-2FT STANDARD DESTINATION CHARGE

Extended Warranty

WAG-052 TOWING EXTENDED/ROADSIDE SERVICE WARRANTY, 1
YEAR/UNLIMITED MILES/KM, \$550 CAP

Currency Exchange Rate
Total Extended Warranty (Local Currency)

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

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Q U O T A T I O N

108SD CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
CUM ISL 260 HP @ 2000 RPM; 2200 GOV RPM, 720 LB/FT
@ 1300 RPM
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE
21,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING
REAR SUSPENSION WITH LEAF SPRING
HELPER

MFS-12-143A 12,000# FF1 SINGLE FRONT AXLE
12,000# DUAL TAPERLEAF FRONT SUSPENSION
108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
CAB
4725MM (186 INCH) WHEELBASE
9/32X3-1/16X10-1/16 INCH STEEL FRAME
(7.14X255.6MM/0.281X10.06 INCH) 80KSI
1900MM (75 INCH) REAR FRAME OVERHANG

07/28/2015 1:22 PM

3e.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Ben Dellucci DEPT. Fleet Management

SUBJECT: 2017 4300 SBA 4X2 INTERNATIONAL CHASSIS WITH 5 YARD DUMP BODY

REQUEST: Approval to purchase two (2) 2017 4300 SBA 4x2 International Chassis with 5 Yard Dump Body from Carolina International Truck, 1619 Bluff Rd., Columbia, SC 29201. SC Contract #4400014796

COMMITTEE OF COUNCIL: Ways & Means DATE: March 14, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Fleet Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>B. Dellucci</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>John J. Tecklenburg</i>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 20201? Account #: 58015

Balance in Account 159,183.52 Amount needed for this item \$159,183.52

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: *Amy Wharton*

FISCAL IMPACT: * Using 2017 Lease Purchase Funds

Mayor's Signature:

John J. Tecklenburg
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Michael Speakmon, Procurement Manager
Phone: (803)737-9816
Email: mspeakmon@mmo.sc.gov

Materials Management Office
1201 Main Street, Suite 600
Columbia, South Carolina 29201

Section: V
Page: 6
Date: 11/1/2016

CC-5: Cab/Chassis, 22,000 GVWR, Diesel Engine

<u>Contract Number:</u>	4400014796	<u>Contractor:</u>	Carolina International Trucks, Inc.
<u>Initial Contract Term:</u>	11/28/2016 - 10/31/2017	<u>Address:</u>	1619 Bluff Rd., Columbia, SC 29201
<u>Contract Rollover Dates:</u>	TBD - TBD	<u>Vendor #:</u>	7000083474
<u>Order Cutoff Date:</u>	TBD	<u>Contact:</u>	Randy Downs
<u>Model:</u>	International Durastar 4000	<u>Email:</u>	rdowns@carolinainternational.com
<u>Commodity Code:</u>	07210	<u>Telephone:</u>	803-251-7284
<u>Delivery Days ARO:</u>	75	<u>Fax:</u>	803-212-8266

BASE PRICE **\$60,647.00**

*Click on the link above for an Itemized listing of items included in the base price.

Optional Additions

Body Installation Fee	\$200.00
<small>The Body Installation Fee is a charge based on the dealer arranging for bodies to be installed on this cab & chassis from the State contract vendor.</small>	
CA 102" - Increase CA to 102"	No Charge
CA 120" - Increase CA to 120"	No Charge
CA 138" - Increase CA to 138"	\$214.00
Full Air Brakes	\$924.00
Operators Manual	No Charge
Operator Training	No Charge
Repair Technician Training	No Charge
Shop Manual (For All Components - CD or DVD Preferred)	No Charge

Optional Deductions

Auxiliary Power Connection-Standard State Spec	\$37.00
Auxiliary Rear Springs	Factory Standard
Pintle Hook Assembly	\$1,275.00

Also deducts trailer brake control and six way trailer electrical.

[Return to Index](#)

Requisition
Req. Date: 2/15/2017
Req.# _____
PO#: _____
Ship To: _____

Account Codes:			062017-5810	Contract #:	44000014796
Item #	Quantity	Unit	Description	Unit Price	Ext. Price
	2		2017 4300 SBA 4X2 INTERNATIONAL	79291.76	\$158,583.52
			CHASSIS W/ 5 YARD DUMP BODY		\$0.00
	2		State Tax	300	\$600.00
					\$0.00
					\$0.00
			AS PER QUOTE/SPEC'S		\$0.00
			STATE CONTRACT#4400014796		\$0.00
					\$0.00
			FOR		\$0.00
			1-P.S.- STREET & SIDEWALK		\$0.00
			1-P.S.- STORMWATER		\$0.00
				Total	\$159,183.52

B. Butler

Requestor/B. Dellucci
Title/Fleet Manager

Authorized Approval



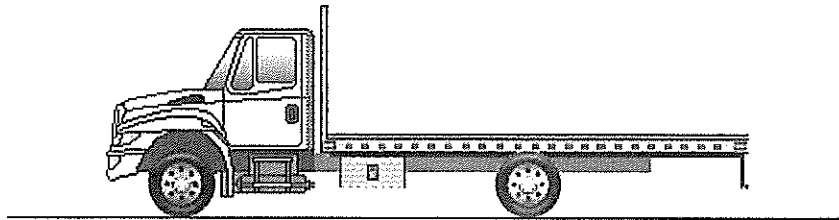
4300 SBA 4x2

Sales Proposal For:
City of Charleston-Fleet Operations

Presented By:
CAROLINA INTERNATIONAL TRUCKS, INC

Prepared For:
 City of Charleston-Fleet Operations
 Ben Dellucci
 2150 Milford St.
 Charleston, SC 29405-9418
 (843)724 - 7391

Presented By:
 CAROLINA INTERNATIONAL TRUCKS, INC
 Edmond Jones
 1619 BLUFF RD
 COLUMBIA SC 29201 -
 (803)799-4923



Model Profile
2017 4300 SBA 4X2 (MA025)

APPLICATION:	Flat Dump
MISSION:	Requested GVWR: 25500. Calc. GVWR: 25999 Calc. Start / Grade Ability: 40.51% / 3.28% @ 55 MPH Calc. Geared Speed: 85.6 MPH
DIMENSION:	Wheelbase: 177.00, CA: 109.90, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins B6.7 325} EPA 2017, 325 HP @ 2400 RPM, 750 lb-ft Torque @ 1800 RPM, 2600 RPM Governed Speed, 325 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Navistar Select} I-Beam Type, 10,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer 19060D} Single Reduction, 19,000-lb Capacity, 190 Wheel Ends, Driver Controlled Locking Differential Gear Ratio: 4.88
CAB:	Conventional
TIRE, FRONT:	(2) 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 20,000-lb Capacity, With 4500 lb Auxiliary Rubber Spring
PAINT:	Cab schematic 100GA Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
MA02500	Base Chassis, Model 4300 SBA 4X2 with 177.00 Wheelbase, 109.90 CA, and 63.00 Axle to Frame.
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
2AUT	AXLE, FRONT NON-DRIVING {Navistar Select} I-Beam Type, 10,000-lb Capacity
3ADB	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 10,000-lb Capacity; With Shock Absorbers
5PRR	STEERING GEAR {TRW (Ross) TAS66} Power
12EKC	ENGINE, DIESEL {Cummins B6.7 325} EPA 2017, 325 HP @ 2400 RPM, 750 lb-ft Torque @ 1800 RPM, 2600 RPM Governed Speed, 325 Peak HP (Max)
1570	TOW HOOK, FRONT (2) Frame Mounted
1CAE	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 460.0" (11684mm) Maximum OAL
1LLA	BUMPER, FRONT Steel, Swept Back
1WDR	FRAME EXTENSION, FRONT Bolt On Type; 20" In Front of Grille, Without Crossmember
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
4619	TRAILER CONNECTIONS Four-Wheel, With Hand Control Valve and Tractor Protection Valve, for Straight Truck
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBD	AIR DRYER {Meritor Wabco System Saver 1200} with Heater
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4JCG	BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
5708	STEERING COLUMN Tilting
5CAL	STEERING WHEEL 2-Spoke, 18" Dia., Black
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package With Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MEZ	BATTERY SYSTEM {International} Maintenance-Free, (2) 12-Volt 1850CCA Total
8RKB	RADIO {Panasonic CQ120} AM/FM, Includes Multiple Speakers, Includes Auxiliary Input

<u>Code</u>	<u>Description</u>
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; With 30 Amp Fuse and Relay, Controlled by Ignition Switch
8VAY	HORN, ELECTRIC Disc Style
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened
8WZK	HEADLIGHTS Halogen; Composite Aero Design for Two Light System
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
9HBM	GRILLE Stationary, Chrome
9WAY	FRONT END Tilting, Fiberglass, With Three Piece Construction
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10WGD	SPECIAL RATING, GVWR Limited to 25,999-lb GVWR
10WJH	PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On
12UYE	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, With 313 SqIn Charge Air Cooler. With In-Tank Transmission Cooler
12VBR	AIR CLEANER With Service Protection Element
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WPW	OIL PAN Extended Service Interval, 19 Quart Capacity, For Cummins ISB/B6.7 Engines
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines
13AVJ	TRANSMISSION, AUTOMATIC {Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission

<u>Code</u>	<u>Description</u>
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYR	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, with EcoCal and Dynamic Shift Sensing (FuelSense Basic)
13XAL	PTO LOCATION Left Side of Transmission
14AHP	AXLE, REAR, SINGLE {Dana Spicer 19060D} Single Reduction, 19,000-lb Capacity, 190 Wheel Ends, Driver Controlled Locking Differential . Gear Ratio: 4.88
14VAG	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 20,000-lb Capacity, With 4500 lb Auxiliary Rubber Spring
15LMR	FUEL/WATER SEPARATOR {Racor 400 Series,} Unheated, with Primer Pump, and WIF Sensor
15LMZ	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail 50" Back of Cab
15SGJ	FUEL TANK Top Draw; D-Style, Non-Polished Aluminum, 16" Tank Depth, 50 U.S. Gal., 189 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab
15WDG	DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional
16HBA	GAUGE CLUSTER English With English Electronic Speedometer
16HGH	GAUGE, OIL TEMP, AUTO TRANS , for Allison Transmission
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16HLJ	GAUGE, DEF FLUID LEVEL
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Back Adjust
16SEE	GRAB HANDLE Chrome; Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar
16SML	SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, Less Under Seat Storage Compartment
16SNB	MIRRORS (2) {Lang Mekra} Rectangular, Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster
16WJS	INSTRUMENT PANEL Center Section, Flat Panel
16WKY	HVAC FRESH AIR FILTER
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door
16WRX	CAB INTERIOR TRIM Deluxe
27DTJ	WHEELS, FRONT {Maxion 90541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DTU	WHEELS, REAR {Accuride 29001} DUAL DISC; 22.5x7.50 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7372135415	(2) TIRE, FRONT 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
7372135415	(4) TIRE, REAR 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; With Vendor Applied White Powder Coat Paint

<u>Code</u>	<u>Description</u>
	Services Section:
40SDM	SRV CONTRACT, EXT CMMS ENGINE {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins B6.7 Engine Coverage, Protection Plan 1, (Truck Application Only)
40SHG	SRV CONTRACT, EXT CMMS AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins B6.7 Aftertreatment Coverage. For Use when Protection Plan 1 of Equal or Greater Duration is Purchased (Truck Application Only)
40116	WARRANTY Standard for Durastar 1000/4000 Series, Effective with Vehicles Built January 2, 2015 or Later, CTS-2475P
2	W&W BODY COMPANY - 5 YD. DUMP QUOTE - SEE ATTACHED
	MATS
	STATE CONTRACT FEE

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$79,291.76
Memo Item(s):		
Total Taxes:	\$300.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

Please note the following -

THIS QUOTE INCLUDES SOUTH CAROLINA SALES TAX

THIS QUOTE INCLUDES BODY QUOTE FOR 5 YD. DUMP FROM W&W BODY COMPANY

THIS QUOTE BASED ON SOUTH CAROLINA STATE CONTRACT #4400014796

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

CAROLINA INTERNATIONAL TRUCKS, INC
1619 BLUFF RD
COLUMBIA SC 29201 -
(803)799-4923

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date


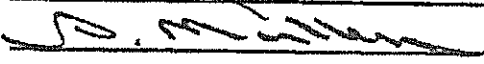
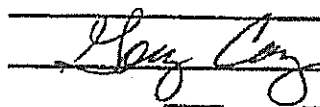
The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
 FROM: Chief Gregory Mullen DEPT. CPD
 SUBJECT: PURCHASE OF AMMUNITION FOR CPD RANGE AND SWAT USE 2017
 REQUEST: Approve request for purchase of ammunition for CPD range and SWAT use 2017. Total amount of purchase including tax is \$135,225.50.

COMMITTEE OF COUNCIL: _____ DATE: _____

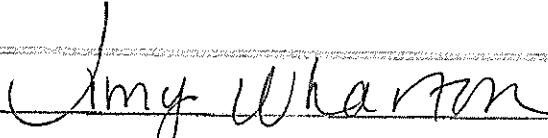
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Chief of Police	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Chief Financial Officer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Director of Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>


FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div: 200000 Account #: 52036
 Balance in Account 288,192.71 Amount needed for this item \$135,225.50

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: Budgeted item

Mayor's Signature: 
 John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.


Craig's Firearm Supply Inc.
Police Distributor

1531-B Broad River Rd., Columbia, SC 29210
 Phone 803-764-6941 ~ Fax 803-764-6961

8761 Chapman Highway, Knoxville, TN 37920
 Phone 865-573-4567 ~ Fax 865-573-0820

TO: Sgt. George Bradley
 AGENCY: Charleston Police Department
 DATE: 02/13/17

PHONE: 843-577-7434
 EMAIL: bradleyg@charleston-sc.gov
 Quote will be honored for 30 days.

A copy of this quote must accompany your purchase order. EACH
MANUFACTURER MUST HAVE A SEPARATE PURCHASE ORDER.

PART #	ITEM DESCRIPTION	PRICE	QTY.	EXT.
28757	Remington ,RHD128 , 12ga #8 Heavy Dove Load (Price Per 1,000 Rounds)	\$335.00	2	\$670.00
20643	Remington,RR12BKOO, 12ga OO Buckshot, Reduced Recoil, (Price per 1,000 rounds)	\$563.60	2	\$1,127.20
20279	Remington , SP12RSB, 12ga , 1OZ Slug (Price per 1,000 rounds)	\$521.00	2	\$1,042.00
21485	Remington , RM308W7 , .308cal 168gr Match ammo Price per 1,000 rounds)	\$737.25	4	\$2,949.00
28399	Remington , R223R1, .223cal 55gr. Soft Point ammo (Price per 1,000 rounds)	\$400.00	12	\$4,800.00
23711	Remington , L223R3, .223cal , 55gr FMJ (Price per 1,000 rounds)	\$331.65	150	\$49,747.50
29416	Remington,GSB45APB. .45ACP, 230gr Golden Saber Bonded ammo (Price per 1,000 rounds)	\$466.10	25	\$11,652.50
23726	Remington , L45AP4, .45ACP , 230gr FMJ (Price per 1,000 rounds)	\$310.36	165	\$51,209.40
23732	Remington , L9MM9, 9mm cal, 147 gr, FMJ (Price per 1,000 rounds)	\$286.84	5	\$1,434.20
TX	8.5% SALES TAX			\$10,593.70
	Pricing from S.C. State Contract # 4400010353			
	Drop Shipped Only from factory - Free freight			
ALL REMINGTON PRODUCTS REQUIRE A SEPARATE PURCHASE ORDER FOR EACH LINE ITEM.				
TOTAL				\$135,225.50



*MUST GO TO COUNCIL
for \$ approval.
PR 171176*

*City of Charleston
South Carolina*

PURCHASE REQUEST FORM

Requestor: Sgt. G. Bradley
Department: Police Department
Ship to Location: CPD Range

Suggested Supplier: Craig's Firearm Supply Inc
Craig's Firearm Supply Inc
1531 Broad River Road
Columbia SC 29210

Ray Parker

Date of Purchase: 2/13/2017

Approver Signature: *[Signature]*

CPD Unit	Qty	Unit	Item #	Description	Unit Price	Sales Tax	Total Cost
Range	5		10	9mm 147 gr FMJ	\$286.84	\$121.91	\$1,556.11
Range	4		28	308 cal 168 gr BTHP match	\$737.25	\$250.67	\$3,199.67
Range	2		31	12 ga 1 oz slug	\$521.00	\$88.57	\$1,130.57
Range	2		30	12 ga 00 Buckshot	\$563.60	\$95.81	\$1,223.01
Range	2		29	12 ga #8 Dove loads	\$335.00	\$56.95	\$726.95
Range	12		26	.223 cal 55 gr Soft Point	\$400.00	\$408.00	\$5,208.00
Range	150		34	.223 cal 55 gr FMJ	\$331.65	\$4,228.54	\$53,976.04
Range	25		23	.45 cal 230 gr JHP Bonded	\$466.10	\$990.46	\$12,642.96
Range	165		24	.45 cal 230 gr FMJ	\$310.36	\$4,352.80	\$55,562.20

Notes:

Do not deliver until After Aug 1st 2017 and before Dec 1, 2017 Prices and quantities are per 1000.. All items from Lot #7 of state contract. All ammunition is Remington

** SPECIFY IN NOTES VARNER ROAD DELIVERY & SGT BRADLEY CONTACT INFO*
** SWIFT & RANGE Ammo 2017*

Subtotal: \$124,631.80
Sales Tax: \$10,593.70
Shipping: \$0.00
Total Purchase: \$135,225.50

3g.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Ben Dellucci DEPT. Fleet Management
SUBJECT: 2017 FORD F250 CREW CAB TRUCKS
REQUEST: Approval to purchase two (2) 2017 Ford F250 Crew Cab Trucks from
Vic Bailey, 501 East Daniel Morgan Ave., Spartanburg, SC 29304
SC Contract #4400014486

COMMITTEE OF COUNCIL: Ways & Means DATE: March 14, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Fleet Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>B. J. Dellucci</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Long Cox</i>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: *062017 Account #: 58015

Balance in Account \$55,440.00 Amount needed for this item \$55,440.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

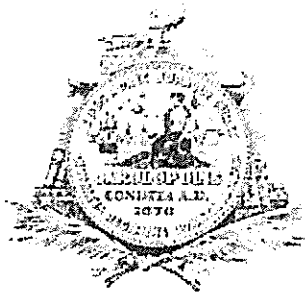
CFO's Signature: *Jimmy Wharton*

FISCAL IMPACT: * Using 2017 Lease Purchase Funds

Mayor's Signature: *John J. Tecklenburg*
John J. Tecklenburg, Mayor


ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

City of Charleston
 Vendor: VIC BAILEY FORD
 V#:000775
 501 EAST DANIEL MORGAN AVE.
 SPARTANBURG, SC 29304



Requisition
 Req. Date: 2/15/2019
 Req.# _____
 PO#: _____
 Ship To: _____

Account Codes:		062017-5810	Contract #:	4400014486	
Item #	Quantity	Unit	Description	Unit Price	Ext. Price
	2		2017 FORD F250 C/C	\$ 22,176.00	\$44,352.00
	2		Deduct Chassis Model w/ 56" Cab-to-Axle	\$ (295.00)	-\$590.00
	2		F250 Crew Cab 4x2 8' Bed	\$ 4,611.00	\$9,222.00
	2		Deduct Cruise Control w/ Tilt Steering	\$ (188.00)	-\$376.00
	2		Deduct Power Equipment Group	\$ (728.00)	-\$1,456.00
	2		Bedliner (Drop-In)	\$ 229.00	\$458.00
	2		Adrian Single Lid Cross Box	\$ 595.00	\$1,190.00
	2		LED Mini-Light Bar /4-Corner LED Strobes	\$ 925.00	\$1,850.00
	2		FMVSS Safety Kit	\$ 95.00	\$190.00
			Internal-Gray		
			External-White		
			For		
			2- parks		
			State Contract #4400014486		
	2		State Tax	\$ 300.00	\$600.00
				Total	\$55,440.00


 Requestor/B. Dellucci
 Title/Fleet Manager

 Authorized Approval

Michael Speakmon, Procurement Manager
Phone: (803)737-9816
Email: mspeakmon@mmo.sc.gov

Materials Management Office
1201 Main Street, Suite 600
Columbia, South Carolina 29201

Section: V
Page: 7
Date: 11/1/2016

PU-6: Truck, Pickup, 4x2, 3/4 Ton, Regular Cab, 8' Body

Contract Number: 4400014486

Contractor: Vic Bailey Ford, Inc.

Initial Contract Term: 11/1/2016 - 10/31/2017

Address: PO Box 3568 Spartanburg, SC 29304

Contract Rollover Dates: TBD - TBD

Vendor #: 7000079092

Order Cutoff Date: TBD

Contact: David Vetter

Model: Ford F250 XL Reg Cab F2A

Email: dvetter@vicbaileyauto.com

Commodity Code: 07202

Telephone: 864-585-3600

Delivery Days ARO: 90

Fax: 864-594-6802

BASE PRICE \$22,176.00

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

4x4 - Standard State Spec	\$3,384.00
Auxiliary Power Connection-Standard State Spec	\$149.00
Diesel Engine (Ford, 440 HP)	\$8,200.00
From Regular to Extended Cab	\$2,495.00
Posi-Traction/Limited Slip/Locking Differential Rear Axl	\$395.00
Spray-In Bedliner	\$450.00
Towing Package - State Standard Spec	\$26.00
Vehicle Backup Camera System	\$376.00
Winch - Standard State Spec	\$1,997.00

Optional Deductions

From Long Bed to Short Bed	Factory Standard
Power Mirrors	Included w/Delete Power Windows
Power Windows	\$728.00

[Return to Index](#)

VIC BAILEY FORD			
David Vetter 864.585.3600 or 800.922.1365			
2017 FORD F250			
PU -6: Truck, Pick Up, 4x2, 3/4 Ton, Regular Cab, 8' Body			
Contract #: 4400014486			
Standard Equipment Included:			
6.2L V-8 Engine	Power Steering		
Automatic Trans	Power Brakes		
A/C	Power Windows and Door Locks		
AM/ FM Radio	Vinyl 40/20/40 Bench Seat		
142" Wheel Base	Heavy Duty Vinyl Floor		
Cruise Control			
SC STATE CONTRACT PRICE:		\$22,176.00	
State Tax		\$300.00	
Chassis Model w/ 56" Cab-to-Axle - Available on 8' Pick Up Bed Models Only		-\$295.00	(Deduct)
F350 Crew Cab 4x2 8' Bed Dual Rear Wheel - 56" Cab-to-Axle		\$8,912.00	
Delete Cruise Control w/ Tilt Steering		-\$188.00	(Deduct)
Delete Power Equipment Group (Regular Cab & Super Cab Models Only)		-\$728.00	(Deduct)
Bedliner (Drop-In)		\$229.00	
Adrian Single Lid Cross Box		\$595.00	
LED Mini-Light Bar (Amber/Clear) Roof Mounted w/ 4-Corner LED Strokes		\$925.00	
FMVSS Safety Kit (Fire Ext., Triangle and First Aid Kit)		\$95.00	
	Total	\$32,021.00	



3h.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Laurie Yarbrough DEPT: Municipal Golf Course
SUBJECT: GOLF CARTS AND CUSHMAN HAULERS
REQUEST: Approval to establish a lease purchase E-Z-GO Golf Carts and Cushman Haulers for the Municipal Golf Course from TCF Equipment Finance, Inc., 1111 West San Marnan Dr., Ste. A2 West, Waterloo, IA 50701-8926. SC State Contract #5000013484.

COMMITTEE OF COUNCIL: Ways & Means DATE: March 14, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Municipal Golf Course	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

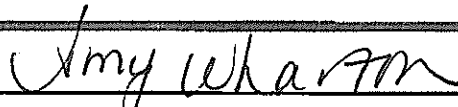
FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 028010 Account #: 52500

Balance in Account \$ 75,860.00 Amount needed for this item \$64,425.33 ^{for 2017*}

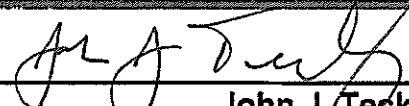
Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

* total lease agreements are for \$326,494.68 over 48 months

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



Equipment Schedule (Fair Market Value Purchase Option)

The "Lease": Equipment Schedule Number 008-0648740-107 Dated December 16, 2016 to Master Lease Number 648740L Dated November 22, 2013						
"Lessee"						
City of Charleston, South Carolina, 116 Meeting St, Charleston, SC 29401						
Contact Marshall Ormand			Phone: (843) 724-3710			
"Lessor"						
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926						
This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease") and, together with this Schedule, this "Lease". All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.						
SUMMARY OF TERM AND RENTAL PAYMENTS:						
Commencement Date	Initial Term 36 Months	Rent Payment Period Monthly	Each Rent Payment \$1,425.59 plus applicable taxes except financed sales tax included in cost of the equipment	Advance Rent Payment(s) N/A For Installments(s): N/A	Interim Rent Daily Factor N/A	Security Deposit N/A

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):	
Description (including features)	Location
(5) 2017 Cushman Hauler 1200 Gas Utility Vehicle & (1) 2017 Cushman Hauler 800 Gas Utility Vehicle together with all attachments and accessories thereto	The City of Charleston Golf Course, 2110 Maybank Highway, Charleston, SC 29412

Each Rent Payment shall be payable in arrears on the date that is one month after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term

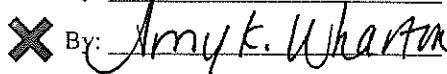
The following additional provisions apply to the Equipment and this Lease only

- 1 So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the Fair Market Value of the Equipment, plus all sales and use taxes arising on the sale of the Equipment. For purposes of this Lease, "Fair Market Value" of the Equipment at any time means the estimated amount that a willing buyer and a willing seller would pay for the Equipment on an installed basis, as mutually determined by Lessor and Lessee. If Lessor and Lessee are unable to mutually determine the Fair Market Value, at Lessee's request and expense, Lessor shall select and hire a third-party certified appraiser to determine the Fair Market Value, and such appraiser's determination shall be binding on the Lessor and Lessee. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 45 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- 2 If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease, or (c) treat the Lease as automatically renewed, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- 3 Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
- 4 If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, caused by the actions of Lessee that result this Lease not being a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then to the extent permitted by law, Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss" means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment, and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.

Lessor: TCF Equipment Finance, a division of TCF National Bank

By: _____ Operations - T.C.

Lessee: City of Charleston, South Carolina

By:  Amy Wharton, Chief Financial Officer



CERTIFICATE OF INCUMBENCY
LEASE NO. 008-0648740-107
DATED AS OF December 16, 2016

X I, Vanessa Turner Maybank, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Charleston, South Carolina (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of South Carolina, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
X <u>Amy K. Wharton</u>	<u>CFO</u>	<u>Amy K. Wharton</u>

X IN WITNESS WHEREOF, I have duly executed this certificate this 2 day of March, 2017.

X Signed: Vanessa Turner Maybank
X Title: Clerk of Council

NOTE The Clerk or Secretary to the Board should sign unless that person is also the signor of the documents in which case the Board President or some other Officer of the District should execute this document



City of Charleston

WILLIAM B. REGAN LEGAL CENTER

CORPORATION COUNSEL

Frances I. Cantwell
cantwellf@charleston-sc.gov

50 Broad Street
Charleston, SC 29401
tel 843-724-3730
fax 843-724-3706

DEPUTY CORPORATION COUNSEL

Adelaide S. Andrews
andrewsa@charleston-sc.gov

ASSISTANT CORPORATION COUNSEL

Susan J. Herdina
herdinas@charleston-sc.gov

Janie E. Borden
bordenj@charleston-sc.gov

50 Broad Street
Charleston, SC 29401
tel 843-724-3730
fax 843-724-3706

OPINION OF COUNSEL

Date: March 1, 2017

Lessee: City of Charleston
116 Meeting Street
Charleston, SC 29401

Lessor: TCF Equipment Finance, a division of
TCF National Bank
1111 West San Marnan Dr., Suite A2 West
Waterloo, IA 50701-8926

Re: Contract 008-0648740-107 dated as of December 16,
2016 by and between City of Charleston, South Carolina
and Lessor

Ladies and Gentlemen:

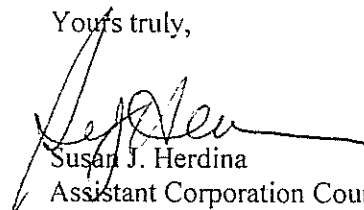
I have acted as counsel to Lessee with respect to the Schedule to Master Lease described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibits thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of South Carolina (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is "City of Charleston, South Carolina."
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.

4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 14 (if under Master Lease) of the Lease, as amended.
6. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Yours truly,



Susan J. Herdina
Assistant Corporation Counsel

SJH



Equipment Schedule (Fair Market Value Purchase Option)

The "Lease": Equipment Schedule Number 008-0648740-106 Dated December 16, 2016 to Master Lease Number 648740L Dated November 22, 2013

"Lessee"

City of Charleston, South Carolina, 116 Meeting St, Charleston, SC 29401

Contact: Marshall Ormand

Phone: (843) 724-3710

"Lessor"

TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease") and, together with this Schedule, this "Lease". All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term	Rent Payment Period	Each Rent Payment	Advance Rent Payment(s)	Interim Rent Daily Factor	Security Deposit
	48 Months	Monthly	\$5,732.78 plus applicable taxes except financed sales tax included in cost of the equipment	N/A For Installments(s): N/A	N/A	N/A

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):

Description (including features)	Location
(74) 2017 E-Z-GO TXT Electric Golf Car together with all attachments and accessories thereto	The City of Charleston Golf Course, 2110 Maybank Highway, Charleston, SC 29412

Each Rent Payment shall be payable in arrears on the date that is one month after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

- So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the Fair Market Value of the Equipment, plus all sales and use taxes arising on the sale of the Equipment. For purposes of this Lease, "Fair Market Value" of the Equipment at any time means the estimated amount that a willing buyer and a willing seller would pay for the Equipment on an installed basis, as mutually determined by Lessor and Lessee. If Lessor and Lessee are unable to mutually determine the Fair Market Value, at Lessee's request and expense, Lessor shall select and hire a third-party certified appraiser to determine the Fair Market Value, and such appraiser's determination shall be binding on the Lessor and Lessee. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 45 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease, or (c) treat the Lease as automatically renewed, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
- If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, caused by the actions of Lessee that result this Lease not being a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then, to the extent permitted by law, Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.

Lessor: TCF Equipment Finance, a division of TCF National Bank

By: _____

Operations - T.C.

Lessee: City of Charleston, South Carolina



By: _____

John J. Tecklenburg, Mayor



City of Charleston

WILLIAM B. REGAN LEGAL CENTER

CORPORATION COUNSEL
Frances I. Cantwell
cantwellf@charleston-sc.gov

50 Broad Street
Charleston, SC 29401
tel 843-724-3730
fax 843-724-3706

DEPUTY CORPORATION COUNSEL
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ASSISTANT CORPORATION COUNSEL
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herdinas@charleston-sc.gov

Janie E. Borden
bordenj@charleston-sc.gov

50 Broad Street
Charleston, SC 29401
tel 843-724-3730
fax 843-724-3706

OPINION OF COUNSEL

Date: March 1, 2017

Lessee: City of Charleston
116 Meeting Street
Charleston, SC 29401

Lessor: TCF Equipment Finance, a division of
TCF National Bank
1111 West San Marnan Dr., Suite A2 West
Waterloo, IA 50701-8926

Re: Contract 008-0648740-106 dated as of December 16,
2016 by and between City of Charleston, South Carolina
and Lessor

Ladies and Gentlemen:

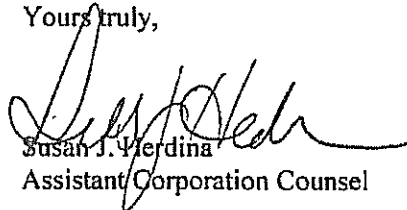
I have acted as counsel to Lessee with respect to the Schedule to Master Lease described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibits thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of South Carolina (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is "City of Charleston, South Carolina."
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.

4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 14 (if under Master Lease) of the Lease, as amended.
6. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Yours truly,





Susan J. Pierdina
Assistant Corporation Counsel


SJH




CERTIFICATE OF INCUMBENCY
LEASE NO. 008-0648740-106
DATED AS OF December 16, 2016

 I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Charleston, South Carolina (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of South Carolina, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

	NAME	TITLE	SIGNATURE
	_____	_____	_____
	_____	_____	_____

 IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20____.

 Signed: _____

 Title: _____

NOTE: The Clerk or Secretary to the Board should sign unless that person is also the signor of the documents in which case the Board President or some other Officer of the District should execute this document.



Delivery and Acceptance

"Lessee"
City of Charleston, South Carolina, 116 Meeting St, Charleston, SC 29401
"Lessor"
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Delivery and Acceptance agreement attached to and made a part of Lease 008-0648740-106 dated December 16, 2016 (the "Lease").

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.


Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER.

 Acceptance Date: _____

Lessee: City of Charleston, South Carolina

 By: _____ Title: _____

 Printed Name: _____

Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.



Equipment Schedule (Fair Market Value Purchase Option)

The "Lease": Equipment Schedule Number 008-0648740-107 Dated December 16, 2016 to Master Lease Number 648740L Dated November 22, 2013

"Lessee"

City of Charleston, South Carolina, 116 Meeting St, Charleston, SC 29401

Contact: Marshall Ormand

Phone: (843) 724-3710

"Lessor"

TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term	Rent Payment Period	Each Rent Payment	Advance Rent Payment(s)	Interim Rent Daily Factor	Security Deposit
	36 Months	Monthly	\$1,425.59 plus applicable taxes except financed sales tax included in cost of the equipment	N/A For Installments(s): N/A	N/A	N/A

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):

Description (including features)	Location
(5) 2017 Cushman Hauler 1200 Gas Utility Vehicle & (1) 2017 Cushman Hauler 800 Gas Utility Vehicle together with all attachments and accessories thereto	The City of Charleston Golf Course, 2110 Maybank Highway, Charleston, SC 29412

Each Rent Payment shall be payable in arrears on the date that is one month after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

- So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the Fair Market Value of the Equipment, plus all sales and use taxes arising on the sale of the Equipment. For purposes of this Lease, "Fair Market Value" of the Equipment at any time means the estimated amount that a willing buyer and a willing seller would pay for the Equipment on an installed basis, as mutually determined by Lessor and Lessee. If Lessor and Lessee are unable to mutually determine the Fair Market Value, at Lessee's request and expense, Lessor shall select and hire a third-party certified appraiser to determine the Fair Market Value, and such appraiser's determination shall be binding on the Lessor and Lessee. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 45 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease, or (c) treat the Lease as automatically renewed, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
- If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, caused by the actions of Lessee that result this Lease not being a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then to the extent permitted by law, Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.

Lessor: TCF Equipment Finance, a division of TCF National Bank

By: _____

Operations - T.C.

Lessee: City of Charleston, South Carolina



By: _____

John J. Tecklenburg Mayor



City of Charleston

WILLIAM B. REGAN LEGAL CENTER

CORPORATION COUNSEL
Frances I. Cantwell
cantwellf@charleston-sc.gov

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Charleston, SC 29401
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fax 843-724-3706

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andrewsa@charleston-sc.gov

ASSISTANT CORPORATION COUNSEL
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herdinas@charleston-sc.gov

Janie E. Borden
bordenj@charleston-sc.gov

50 Broad Street
Charleston, SC 29401
tel 843-724-3730
fax 843-724-3706

OPINION OF COUNSEL

Date: March 1, 2017

Lessee: City of Charleston
116 Meeting Street
Charleston, SC 29401

Lessor: TCF Equipment Finance, a division of
TCF National Bank
1111 West San Marnan Dr., Suite A2 West
Waterloo, IA 50701-8926

Re: Contract 008-0648740-107 dated as of December 16,
2016 by and between City of Charleston, South Carolina
and Lessor

Ladies and Gentlemen:

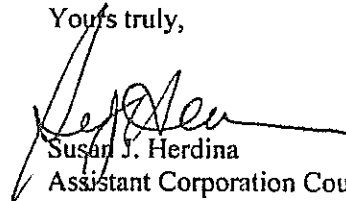
I have acted as counsel to Lessee with respect to the Schedule to Master Lease described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibits thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of South Carolina (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is "City of Charleston, South Carolina."
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.

4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 14 (if under Master Lease) of the Lease, as amended.
6. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Yours truly,


Susan J. Herdina
Assistant Corporation Counsel

SJH



CERTIFICATE OF INCUMBENCY
LEASE NO. 008-0648740-107
DATED AS OF December 16, 2016

X I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Charleston, South Carolina (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of South Carolina, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

	NAME	TITLE	SIGNATURE
X	_____	_____	_____
	_____	_____	_____

X IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20____.

X Signed: _____

X Title: _____

NOTE: The Clerk or Secretary to the Board should sign unless that person is also the signor of the documents in which case the Board President or some other Officer of the District should execute this document.

"Lessee"
City of Charleston, South Carolina, 116 Meeting St, Charleston, SC 29401
"Lessor"
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Delivery and Acceptance agreement attached to and made a part of Lease 008-0648740-107 dated December 16, 2016 (the "Lease").

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER

 **Acceptance Date:** _____

Lessee: City of Charleston, South Carolina

 **By:** _____ **Title:** _____

 **Printed Name:** _____

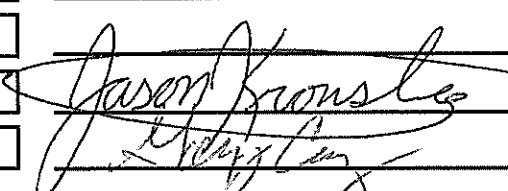
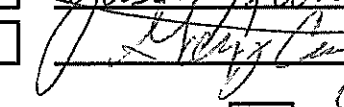
Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.

COMMITTEE / COUNCIL AGENDA

3i.)

TO: John J. Tecklenburg, Mayor
FROM: Jason Kronsberg DEPT. Parks
SUBJECT: FURNITURE FOR CHARLESTON POLICE TEAM 4 FACILITY
REQUEST: Approval to purchase furniture for the Charleston Police Team 4 Facility from
McWaters, 1104 Shop Road, Columbia, SC 29201-4743.
SC Contract #4400006009, #4400005997, #4400005992
COMMITTEE OF COUNCIL: Ways & Means DATE: March 14, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Parks	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Parks/Capital Projects Account #: 051430-58005

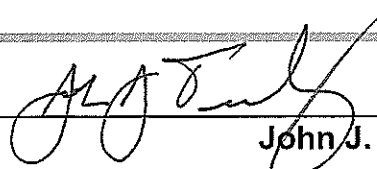
Balance in Account \$107,536.43 Amount needed for this item \$107,536.43 MAF 3/11

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



We make working easier.™

1104 Shop Road
Columbia, SC 29201-4743
P 803-256-8303
F 803-252-5567

117 Prosperity Drive
Savannah, GA 31408-9551
P 912-352-9000
F 912-352-2034

3708 Benchmark Drive
Augusta, GA 30909-9368
P 706-396-5400
F 706-396-5401

Quotation

Page 1 of 46

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

QUOTE TO:

SHIP TO:

CURT BERG
CITY OF CHARLESTON
823 MEETING ST
Charleston, SC 29403

CURT BERG
CITY OF CHARLESTON
823 MEETING ST
Charleston, SC 29403

P: 843.579.7552

P: 843.579.7552

bergc@charleston-sc.gov

bergc@charleston-sc.gov

Terms: Net 10 Days

Sales Loc.: Charleston

Expiration Date: 11/22/16

City of Charleston Revised

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
A convenience fee of 3% will be added to all credit card payments. Steelcase State Contract #4400006009 OFS State Contract #4400005997 Mayline State Contract #4400005992				
BEG 1	Subsection 15	Community Room 115 LF1860T MAYLINE Flip-N-Go, 60"W x 18"D Rectangular, LPL T-Mold Edge RMH Regal Mahogany BK Black Edge SLV Silver Tag For: A-Community Room 115	312.00	4,680.00
2	1	RATCL1860F STEELCASE TOP-COMMON, SQUARE EDGE PROFILE, LAMINATE, FLUSH STEEL FRONT, 18D X 60W EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) Tag For: CT/18/60 A-Community Room 115	141.94	141.94

ACCEPTED BY _____ TITLE _____ DATE _____

Prices will be held for thirty days but are subject to increase by the manufacturer. The client agrees to pay a service charge of 1.5% per month, 18% APR, on all delinquent invoices, as well as expenses, attorney fees, and court costs incurred by McWaters by reason of the client's default. A convenience fee of 3% will be added for credit card payment processing.



We make working easier.™

1104 Shop Road
Columbia, SC 29201-4743
P 803-256-8303
F 803-252-5567

117 Prosperity Drive
Savannah, GA 31408-9551
P 912-352-8000
F 912-352-2034

3708 Benchmark Drive
Augusta, GA 30909-9368
P 706-396-5400
F 706-396-5401

Quotation

Page 2 of 46
(cont'd)

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
3	2	RSC18302AF STEELCASE CABINET-STORAGE, 1 ADJUSTABLE SHELF, FLUSH STEEL FRONT, 18D X 30W X 28H BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * TOP OPT *OPT:TOP OPTIONS NO TOP NO TOP Tag For: SC/28 A-Community Room 115	473.29	946.58
4	2	LOCK9201FR STEELCASE LOCK CYLINDER-FR SERIES, POLISHED CHROME LOCK :9201 POLISHED CHROME KEYS :SK SPEC 2-FR306 COMMUNITY ROOM 115 Tag For: A-Community Room 115	N/C	N/C
5	15	TSH1 MAYLINE Valore High Back Chair, 23"W x 24"D x 36.5"H; Quantity of 2 BB Black Mesh Back Tag For: A-Community Room 115	453.00	6,795.00
Subsection Sub Total				12,563.52
South Carolina Sales Tax				753.81
Charleston County Sales Tax				314.09
Subsection Total				13,631.42
END	Subsection			
BEG	Subsection	Office 111		
6	1	WS3066 STEELCASE WORKSURFACE-STRAIGHT, FULL DEPTH, 30D X 66W EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) OPTIONS * * OPTIONS * * WKSF OPT *OPT:WORKSURFACE OPTION OMIT OMIT SCALLOPS CADDY OPT *OPT:PERSONAL CADDY CUTOUT OPTIONS OMIT CDY STD:OMIT CADDY CUTOUT	195.96	195.96

ACCEPTED BY _____ TITLE _____ DATE _____

Prices will be held for thirty days but are subject to increase by the manufacturer. The client agrees to pay a service charge of 1.5% per month, 18% APR, on all delinquent invoices, as well as expenses, attorney fees, and court costs incurred by McWaters by reason of the client's default. A convenience fee of 3% will be added for credit card payment processing.



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Quotation

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(cont'd)

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
	Tag For:	30/66 B-Office 111		
7	1	UMH36 STEELCASE PANEL-MODESTY, HALF HEIGHT, 36W BASIC :7238 FIELDSTONE	91.54	91.54
	Tag For:	MP/36 B-Office 111		
8	1	WS2448 STEELCASE WORKSURFACE-STRAIGHT, FULL DEPTH, 24D X 48W EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) OPTIONS * * OPTIONS * * WKSF OPT *OPT:WORKSURFACE OPTION OMIT OMIT SCALLOPS	122.82	122.82
	Tag For:	24/48 B-Office 111		
9	1	UMH33 STEELCASE PANEL-MODESTY, HALF HEIGHT, 33W BASIC :7238 FIELDSTONE	89.70	89.70
	Tag For:	MP/33 B-Office 111		
10	1	UFB STEELCASE BRACKET-FLUSH MOUNT	11.96	11.96
	Tag For:	FMB B-Office 111		
11	1	RPF2427BF STEELCASE PEDESTAL-FIXED, 2 FILE, FLUSH STEEL FRONT, 22 5/8D X 15W X 27H BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * PULLS *OPT:PULL OPTIONS INT PULL STD:INTEGRAL J, PULL LOCK OPT *OPT:LOCK OPTIONS SINGLELK STD:SINGLE LOCK	285.29	285.29
	Tag For:	FF/15 B-Office 111		
12	1	RPF3027AF STEELCASE	353.44	353.44

ACCEPTED BY _____ TITLE _____ DATE _____

Prices will be held for thirty days but are subject to increase by the manufacturer. The client agrees to pay a service charge of 1.5% per month, 18% APR, on all delinquent invoices, as well as expenses, attorney fees, and court costs incurred by McWaters by reason of the client's default. A convenience fee of 3% will be added for credit card payment processing.



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Quotation

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(cont'd)

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		PEDESTAL-FIXED, 2 BOX / 1 FILE, FLUSH STEEL FRONT, 28 5/8D X 15W X 27H BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * DWR OPT *OPT:DRAWER FEATURE OPTIONS FULL DWR STD:FULL DRAWER PULLS *OPT:PULL OPTIONS INT PULL STD:INTEGRAL J, PULL LOCK OPT *OPT:LOCK OPTIONS SINGLELK STD:SINGLE LOCK Tag For: BBF/15 B-Office 111		
13	2	RPCW STEELCASE COUNTERWEIGHT-PEDESTAL Tag For: B-Office 111	65.33	130.66
14	1	UE30 STEELCASE END SUPPORT, 30D BASIC :7238 FIELDSTONE Tag For: ES/30 B-Office 111	232.76	232.76
15	1	RBKHW36 STEELCASE BRACKET-WALL ATTACHMENT, HORIZONTAL, 36W BASIC :7238 FIELDSTONE Tag For: HB/36 B-Office 111	93.38	93.38
16	1	RBKHW42 STEELCASE BRACKET-WALL ATTACHMENT, HORIZONTAL, 42W BASIC :7238 FIELDSTONE Tag For: HB/42 B-Office 111	93.38	93.38
17	1	RBB36QTAK STEELCASE UNIVERSAL; BIN-OVER THE CASE, TECHNOLOGY / ANSWER / KICK APPLICATION, 36W BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * DOOR *OPT:DOOR OPTIONS	278.30	278.30

ACCEPTED BY _____ TITLE _____ DATE _____

Prices will be held for thirty days but are subject to increase by the manufacturer. The client agrees to pay a service charge of 1.5% per month, 18% APR, on all delinquent invoices, as well as expenses, attorney fees, and court costs incurred by McWaters by reason of the client's default. A convenience fee of 3% will be added for credit card payment processing.



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Quotation

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(cont'd)

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
18	1	STD DOOR STD:STANDARD DOOR NO ASST STD:NO ASSIST LOCK OPT *OPT:LOCK OPTIONS LOCK STD:LOCK BRACKETS *OPT:OPTIONAL BRACKETS OMIT OMIT BRACKET Tag For: OH/36/16 B-Office 111 RBB42QTAK STEELCASE UNIVERSAL; BIN-OVER THE CASE, TECHNOLOGY / ANSWER / KICK APPLICATION, 42W BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * DOOR *OPT:DOOR OPTIONS STD DOOR STD:STANDARD DOOR NO ASST STD:NO ASSIST LOCK OPT *OPT:LOCK OPTIONS LOCK STD:LOCK BRACKETS *OPT:OPTIONAL BRACKETS OMIT OMIT BRACKET Tag For: OH/42/16 B-Office 111	288.88	288.88
19	1	LSB24K2 STEELCASE LIGHT-SHELF, 17 WATT, ELECTRONIC BALLAST, LAMP, 9 FOOT CORD, 25W OPTIONS * * OPTIONS * * LGT OPTS *OPT:SHELF LIGHT COLOR OPTIONS BLKLIGHT STD:STD BLACK PAINTED HOUSING LENS OPT *OPT:LENS OPTIONS LENS STD:PRISMATIC LENS Tag For: USL/25 B-Office 111	138.00	138.00
20	1	LSB36K2 STEELCASE LIGHT-SHELF, 25 WATT, ELECTRONIC BALLAST, LAMP, 9 FOOT CORD, 37W OPTIONS * * OPTIONS * *	163.00	163.00

ACCEPTED BY _____ TITLE _____ DATE _____

Prices will be held for thirty days but are subject to increase by the manufacturer. The client agrees to pay a service charge of 1.5% per month, 18% APR, on all delinquent invoices, as well as expenses, attorney fees, and court costs incurred by McWaters by reason of the client's default. A convenience fee of 3% will be added for credit card payment processing.



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Quotation

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(cont'd)

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
21	4	LGT OPTS *OPT:SHELF LIGHT COLOR OPTIONS BLKLIGHT STD:STD BLACK PAINTED HOUSING LENS OPT *OPT:LENS OPTIONS LENS STD:PRISMATIC LENS Tag For: USL/37 B-Office 111	N/C	N/C
		LOCK9201FR STEELCASE LOCK CYLINDER-FR SERIES, POLISHED CHROME LOCK :9201 POLISHED CHROME KEYS :SK SPEC 4-FR320 OFFICE 111		
22	1	7110.A23 HIGHMARK HB, High Back, Uph. Back, Ht./Wd. Adj. Sliding Arms E1 Basic Synchro Tilt SS3 Seat Slider B11 Standard Black Nylon Base W24 Standard Hard Wheel Caster (Set of 5) ~ NO Arm Pad CAL 117-2013 California Technical Bulletin 117-2013 V Vinyl Grades A Grade A ALDAN_INDIGO Aldan, Indigo Tag For: B-Office 111	535.00	535.00
23	2	2009 HIGHMARK Lynx, Side Chair, Glides, Arms BA Standard Black Arm W26 Standard High Glide (Set of 4) ~ NO Book Rack ~	214.00	428.00

ACCEPTED BY _____ TITLE _____ DATE _____

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Quotation

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(cont'd)

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
END	Subsection	NO Dolly ~ NO Ganging Device BF Black Frame ~ NO 1" Additional Seat Foam CAL 117-2013 California Technical Bulletin 117-2013 V Vinyl Grades A Grade A ALDAN_EBONY Aldan, Ebony Tag For: B-Office 111		
		Subsection Sub Total		3,532.07
		South Carolina Sales Tax		211.92
		Charleston County Sales Tax		88.30
		Subsection Total		3,832.29
BEG 24	1	Office 112 WS3066 STEELCASE WORKSURFACE-STRAIGHT, FULL DEPTH, 30D X 66W EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) OPTIONS * * OPTIONS * * WKSF OPT *OPT:WORKSURFACE OPTION OMIT OMIT SCALLOPS CADDY OPT *OPT:PERSONAL CADDY CUTOUT OPTIONS OMIT CDY STD:OMIT CADDY CUTOUT Tag For: 30/66 C-Office 112	195.96	195.96
25	1	UMH36 STEELCASE PANEL-MODESTY, HALF HEIGHT, 36W BASIC :7238 FIELDSTONE Tag For: MP/36 C-Office 112	91.54	91.54

ACCEPTED BY _____ TITLE _____ DATE _____

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Quotation

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(cont'd)

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
26	1	WS2448 STEELCASE WORKSURFACE-STRAIGHT, FULL DEPTH, 24D X 48W EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) OPTIONS * * OPTIONS * * WKSF OPT *OPT:WORKSURFACE OPTION OMIT OMIT SCALLOPS Tag For: 24/48 C-Office 112	122.82	122.82
27	1	UMH33 STEELCASE PANEL-MODESTY, HALF HEIGHT, 33W BASIC :7238 FIELDSTONE Tag For: MP/33 C-Office 112	89.70	89.70
28	1	UFB STEELCASE BRACKET-FLUSH MOUNT Tag For: FMB C-Office 112	11.96	11.96
29	1	RPF2427BF STEELCASE PEDESTAL-FIXED, 2 FILE, FLUSH STEEL FRONT, 22 5/8D X 15W X 27H BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * PULLS *OPT:PULL OPTIONS INT PULL STD:INTEGRAL J, PULL LOCK OPT *OPT:LOCK OPTIONS SINGLELK STD:SINGLE LOCK Tag For: FF/15 C-Office 112	285.29	285.29
30	1	RPF3027AF STEELCASE PEDESTAL-FIXED, 2 BOX / 1 FILE, FLUSH STEEL FRONT, 28 5/8D X 15W X 27H BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * DWR OPT *OPT:DRAWER FEATURE OPTIONS FULL DWR STD:FULL DRAWER PULLS *OPT:PULL OPTIONS	353.44	353.44

ACCEPTED BY _____ TITLE _____ DATE _____

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Quotation

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(cont'd)

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		INT PULL STD:INTEGRAL J, PULL LOCK OPT *OPT:LOCK OPTIONS SINGLELK STD:SINGLE LOCK Tag For: BBF/15 C-Office 112		
31	2	RPCW STEELCASE COUNTERWEIGHT-PEDESTAL Tag For: C-Office 112	65.33	130.66
32	1	UE30 STEELCASE END SUPPORT, 30D BASIC :7238 FIELDSTONE Tag For: ES/30 C-Office 112	232.76	232.76
33	1	RBKHW36 STEELCASE BRACKET-WALL ATTACHMENT, HORIZONTAL, 36W BASIC :7238 FIELDSTONE Tag For: HB/36 C-Office 112	93.38	93.38
34	1	RBKHW42 STEELCASE BRACKET-WALL ATTACHMENT, HORIZONTAL, 42W BASIC :7238 FIELDSTONE Tag For: HB/42 C-Office 112	93.38	93.38
35	1	RBB36QTAK STEELCASE UNIVERSAL; BIN-OVER THE CASE, TECHNOLOGY / ANSWER / KICK APPLICATION, 36W BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * DOOR *OPT:DOOR OPTIONS STD DOOR STD:STANDARD DOOR NO ASST STD:NO ASSIST LOCK OPT *OPT:LOCK OPTIONS LOCK STD:LOCK BRACKETS *OPT:OPTIONAL BRACKETS OMIT OMIT BRACKET Tag For: OH/36/16 C-Office 112	278.30	278.30

ACCEPTED BY _____ TITLE _____ DATE _____

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Quotation

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
36	1	RBB42QTAK STEELCASE UNIVERSAL; BIN-OVER THE CASE, TECHNOLOGY / ANSWER / KICK APPLICATION, 42W BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * DOOR *OPT:DOOR OPTIONS STD DOOR STD:STANDARD DOOR NO ASST STD:NO ASSIST LOCK OPT *OPT:LOCK OPTIONS LOCK STD:LOCK BRACKETS *OPT:OPTIONAL BRACKETS OMIT OMIT BRACKET Tag For: OH/42/16 C-Office 112	288.88	288.88
37	1	LSB24K2 STEELCASE LIGHT-SHELF, 17 WATT, ELECTRONIC BALLAST, LAMP, 9 FOOT CORD, 25W OPTIONS * * OPTIONS * * LGT OPTS *OPT:SHELF LIGHT COLOR OPTIONS BLKLIGHT STD:STD BLACK PAINTED HOUSING LENS OPT *OPT:LENS OPTIONS LENS STD:PRISMATIC LENS Tag For: USL/25 C-Office 112	138.00	138.00
38	1	LSB36K2 STEELCASE LIGHT-SHELF, 25 WATT, ELECTRONIC BALLAST, LAMP, 9 FOOT CORD, 37W OPTIONS * * OPTIONS * * LGT OPTS *OPT:SHELF LIGHT COLOR OPTIONS BLKLIGHT STD:STD BLACK PAINTED HOUSING LENS OPT *OPT:LENS OPTIONS LENS STD:PRISMATIC LENS Tag For: USL/37 C-Office 112	163.00	163.00

ACCEPTED BY _____ TITLE _____ DATE _____

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Quotation

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(cont'd)

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
39	4	LOCK9201FR STEELCASE LOCK CYLINDER-FR SERIES, POLISHED CHROME LOCK :9201 POLISHED CHROME KEYS :SK SPEC 4-FR321 OFFICE 112	N/C	N/C
40	1	7110.A23 HIGHMARK HB, High Back, Uph. Back, Ht./Wd. Adj. Sliding Arms E1 Basic Synchro Tilt SS3 Seat Slider B11 Standard Black Nylon Base W24 Standard Hard Wheel Caster (Set of 5) ~ NO Arm Pad CAL 117-2013 California Technical Bulletin 117-2013 V Vinyl Grades A Grade A ALDAN_INDIGO Aldan, Indigo Tag For: C-Office 112	535.00	535.00
41	2	2009 HIGHMARK Lynx, Side Chair, Glides, Arms BA Standard Black Arm W26 Standard High Glide (Set of 4) ~ NO Book Rack ~ NO Dolly ~ NO Ganging Device BF Black Frame ~ NO 1" Additional Seat Foam CAL 117-2013 California Technical Bulletin 117-2013	214.00	428.00

ACCEPTED BY _____ TITLE _____ DATE _____

Prices will be held for thirty days but are subject to increase by the manufacturer. The client agrees to pay a service charge of 1.5% per month, 18% APR, on all delinquent invoices, as well as expenses, attorney fees, and court costs incurred by McWaters by reason of the client's default. A convenience fee of 3% will be added for credit card payment processing.



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Quotation

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		V Vinyl Grades A Grade A ALDAN_EBONY Aldan, Ebony Tag For: C-Office 112		
			Subsection Sub Total	3,532.07
			South Carolina Sales Tax	211.92
			Charleston County Sales Tax	88.30
			Subsection Total	3,832.29
END	Subsection			
BEG 42	Subsection 2	Office 117 1507.A71 HIGHMARK Airus, Mid Back, Ht./Wd. Adj. Arms E1 Basic Synchro Tilt SS3 Seat Slider B19 Standard Black Nylon Base W24 Standard Hard Wheel Caster (Set of 5) MPI Mesh Back-Pitch CAL 117-2013 California Technical Bulletin 117-2013 V Vinyl Grades A Grade A ALDAN_INDIGO Aldan, Indigo Tag For: E-Office 117	310.50	621.00
43	2	RPF2427BF STEELCASE PEDESTAL-FIXED, 2 FILE, FLUSH STEEL FRONT, 22 5/8D X 15W X 27H BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * PULLS *OPT:PULL OPTIONS	285.29	570.58

ACCEPTED BY _____ TITLE _____ DATE _____

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Quotation

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
44	2	INT PULL STD:INTEGRAL J, PULL LOCK OPT *OPT:LOCK OPTIONS SINGLELK STD:SINGLE LOCK Tag For: FF/15 E-Office 117	353.44	706.88
		RPF3027AF STEELCASE PEDESTAL-FIXED, 2 BOX / 1 FILE, FLUSH STEEL FRONT, 28 5/8D X 15W X 27H BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * DWR OPT *OPT:DRAWER FEATURE OPTIONS FULL DWR STD:FULL DRAWER PULLS *OPT:PULL OPTIONS INT PULL STD:INTEGRAL J, PULL LOCK OPT *OPT:LOCK OPTIONS SINGLELK STD:SINGLE LOCK Tag For: BBF/15 E-Office 117		
45	2	UE30 STEELCASE END SUPPORT, 30D BASIC :7238 FIELDSTONE Tag For: ES/30 E-Office 117	232.76	465.52
46	2	UFB STEELCASE BRACKET-FLUSH MOUNT Tag For: FMB E-Office 117	11.96	23.92
47	2	UMH33 STEELCASE PANEL-MODESTY, HALF HEIGHT, 33W BASIC :7238 FIELDSTONE Tag For: MP/33 E-Office 117	89.70	179.40
48	2	UMH36 STEELCASE PANEL-MODESTY, HALF HEIGHT, 36W BASIC :7238 FIELDSTONE Tag For: MP/36 E-Office 117	91.54	183.08
49	2	WS2448 STEELCASE	122.82	245.64

ACCEPTED BY _____ TITLE _____ DATE _____

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Quotation

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
50	2	WORKSURFACE-STRAIGHT, FULL DEPTH, 24D X 48W EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) OPTIONS * * OPTIONS * * WKSF OPT *OPT:WORKSURFACE OPTION OMIT OMIT SCALLOPS Tag For: 24/48 E-Office 117 WS3066 STEELCASE	195.96	391.92
51	4	WORKSURFACE-STRAIGHT, FULL DEPTH, 30D X 66W EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) OPTIONS * * OPTIONS * * WKSF OPT *OPT:WORKSURFACE OPTION OMIT OMIT SCALLOPS CADDY OPT *OPT:PERSONAL CADDY CUTOUT OPTIONS OMIT CDY STD:OMIT CADDY CUTOUT Tag For: 30/66 E-Office 117 LOCK9201FR STEELCASE LOCK CYLINDER-FR SERIES, POLISHED CHROME LOCK :9201 POLISHED CHROME KEYS :SK SPEC 2-FR307 DESK 1 2-FR308 DESK 2 Tag For: E-Office 117	N/C	N/C
Subsection Sub Total				3,387.94
South Carolina Sales Tax				203.28
Charleston County Sales Tax				84.70
Subsection Total				3,675.92
END	Subsection			
BEG 52	8	Break Room 118 SC1400BLK COE Stackable Side Chair w/Chrome Frame, 18 1/2"W x 18"D x 32 1/2"H Tag For: F-Break Room 118	64.50	516.00

ACCEPTED BY _____ TITLE _____ DATE _____

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
53	2	TS4TBASE285 STEELCASE BASE, 28 DIA BASE X 5 DIA COL BASE :7238 FIELDSTONE Tag For: TB F-Break Room 118	354.00	708.00
54	2	TS4TLDR42 STEELCASE TOP-TABLE, ROUND, 42 DIA, 1 1/8 THICK, LOW PRESSURE LAMINATE EDGE :6243 BLACKWOOD TOP-SURF:25L6 BLACKWOOD (LPL) Tag For: 42 F-Break Room 118	169.00	338.00
Subsection Sub Total				1,562.00
South Carolina Sales Tax				93.72
Charleston County Sales Tax				39.05
Subsection Total				1,694.77
END	Subsection			
BEG	Subsection	Mobile Area 109		
55	4	1507.NA HIGHMARK Airus, Mid Back, No Arms S2 Swivel Tilt B19 Standard Black Nylon Base W24 Standard Hard Wheel Caster (Set of 5) MPI Mesh Back-Pitch CAL 117-2013 California Technical Bulletin 117-2013 F Fabric Grades A Grade A Aldan Indigo Tag For: G-Mobile Area 109	199.00	796.00
56	1	TS7TIEPLATE STEELCASE TIE PLATE, PACKAGE QUANTITY 6, SIDE BY SIDE WORKSURFACE APPLICATION Tag For: TP	45.08	45.08

ACCEPTED BY _____ TITLE _____ DATE _____

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
57	2	G-Mobile Area 109 TS7WKSPT STEELCASE REINFORCING CHANNEL, 57W Tag For: RC G-Mobile Area 109	22.54	45.08
58	3	UCL STEELCASE C LEGS-DOUBLE POST, GLIDES, 28 1/2H LEGS :7238 FIELDSTONE Tag For: UCL G-Mobile Area 109	181.24	543.72
59	2	UPL STEELCASE POST LEG, GLIDES, 28 1/2H LEGS :7238 FIELDSTONE Tag For: PL G-Mobile Area 109	56.58	113.16
60	1	UPL4 STEELCASE POST LEG, PACKAGE QUANTITY 4, GLIDES, 28 1/2H LEGS :7238 FIELDSTONE Tag For: PL G-Mobile Area 109	226.32	226.32
61	2	WS2460 STEELCASE WORKSURFACE-STRAIGHT, FULL DEPTH, 24D X 60W EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) OPTIONS * * OPTIONS * * WKSF OPT *OPT:WORKSURFACE OPTION SCALLOP STD:SCALLOPS CADDY OPT *OPT:PERSONAL CADDY CUTOUT OPTIONS OMIT CDY STD:OMIT CADDY CUTOUT Tag For: 24/60 G-Mobile Area 109	138.92	277.84
62	2	WS2484 STEELCASE WORKSURFACE-STRAIGHT, FULL DEPTH, 24D X 84W EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) OPTIONS * * OPTIONS * *	258.52	517.04

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
	Tag For:	WKSF OPT *OPT:WORKSURFACE OPTION SCALLOP STD:SCALLOPS 24/84 G-Mobile Area 109		
		Subsection Sub Total		2,564.24
		South Carolina Sales Tax		153.85
		Charleston County Sales Tax		64.11
		Subsection Total		2,782.20
END	Subsection			
BEG 63	Subsection 4	Workstations 1507.A71 HIGHMARK Airus, Mid Back, Ht./Wd. Adj. Arms E1 Basic Synchro Tilt SS3 Seat Slider B19 Standard Black Nylon Base W24 Standard Hard Wheel Caster (Set of 5) MPI Mesh Back-Pitch CAL 117-2013 California Technical Bulletin 117-2013 V Vinyl Grades A Grade A ALDAN_INDIGO Aldan, Indigo	310.50	1,242.00
	Tag For:	H-Workstations		
64	4	LSB48K2 STEELCASE LIGHT-SHELF, 32 WATT, ELECTRONIC BALLAST, LAMP, 9 FOOT CORD, 49W OPTIONS * * OPTIONS * * LGT OPTS *OPT:SHELF LIGHT COLOR OPTIONS BLKLIGHT STD:STD BLACK PAINTED HOUSING LENS OPT *OPT:LENS OPTIONS LENS STD:PRISMATIC LENS	181.00	724.00

ACCEPTED BY _____ TITLE _____ DATE _____

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
65	4	Tag For: USL/49 H-Workstations RBB72QTAK STEELCASE UNIVERSAL; BIN-OVER THE CASE, TECHNOLOGY / ANSWER / KICK APPLICATION, 72W BASIC :7225 SAND LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * DOOR *OPT:DOOR OPTIONS STD DOOR STD:STANDARD DOOR NO ASST STD:NO ASSIST LOCK OPT *OPT:LOCK OPTIONS LOCK STD:LOCK BRACKETS *OPT:OPTIONAL BRACKETS NOOPTBKT STD:NO OPTIONAL BRACKETS	537.74	2,150.96
66	4	Tag For: OH/72/16 H-Workstations RPF2427AF STEELCASE PEDESTAL-FIXED, 2 BOX / 1 FILE, FLUSH STEEL FRONT, 22 5/8D X 15W X 27H BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * DWR OPT *OPT:DRAWER FEATURE OPTIONS FULL DWR STD:FULL DRAWER PULLS *OPT:PULL OPTIONS INT PULL STD:INTEGRAL J, PULL LOCK OPT *OPT:LOCK OPTIONS SINGLELK STD:SINGLE LOCK	293.28	1,173.12
67	4	Tag For: BBF/15 H-Workstations RPF2427BF STEELCASE PEDESTAL-FIXED, 2 FILE, FLUSH STEEL FRONT, 22 5/8D X 15W X 27H BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * PULLS *OPT:PULL OPTIONS INT PULL STD:INTEGRAL J, PULL	285.29	1,141.16

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
68	16	LOCK OPT *OPT:LOCK OPTIONS SINGLELK STD:SINGLE LOCK Tag For: FF/15 H-Workstations LOCK9201FR STEELCASE LOCK CYLINDER-FR SERIES, POLISHED CHROME LOCK :9201 POLISHED CHROME KEYS :SK SPEC 4-FR308 WORKSTATION 1 4-FR309 WORKSTATION 2 4-FR310 WORKSTATION 3 4-FR311 WORKSTATION 4 Tag For: H-Workstations	N/C	N/C
69	7	RPXFTAKFP STEELCASE FILLER-FLUSH STEEL FRONT PEDESTAL, TECHNOLOGY / ANSWER / KICK APPLICATION BASIC :7238 FIELDSTONE Tag For: PF H-Workstations	31.49	220.43
70	1	TSAE31DA15S STEELCASE RECEPTACLE, 3 CIRCUIT, SHARED NEUTRALS, LINE 1, 15 AMPERAGE, PACKAGE QUANTITY 6 Tag For: H-Workstations	97.98	97.98
71	1	TSAE32DA15S STEELCASE RECEPTACLE, 3 CIRCUIT, SHARED NEUTRALS, LINE 2, 15 AMPERAGE, PACKAGE QUANTITY 6 Tag For: H-Workstations	97.98	97.98
72	1	TSAE33DA15S STEELCASE RECEPTACLE, 3 CIRCUIT, SHARED NEUTRALS, LINE 3, 15 AMPERAGE, PACKAGE QUANTITY 6 Tag For: H-Workstations	97.98	97.98
73	2	TSAE98669 STEELCASE BASE POWER IN, 3 CIRCUIT OPTIONS * * OPTIONS * * WIRE OPT *OPT:WIRING OPTIONS SHRD PWY STD:3 CIRCUIT SHARED NEUTRAL Tag For: BPI H-Workstations	120.06	240.12

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
74	4	TSAEVWMZ20 STEELCASE WIRE MANAGER-VERTICAL, 20H PLASTIC :6659 LIGHT GREY Tag For: VWM H-Workstations	6.90	27.60
75	3	TSAPBCOH STEELCASE CONNECTOR-PANEL, CHANGE OF HEIGHT, IN LINE, CORNER BASIC :7225 SAND Tag For: COHI/C H-Workstations	14.26	42.78
76	4	TSAPF4236 STEELCASE PANEL-TACKABLE, 42H X 36W BASIC :7225 SAND SURF-1 :P527 BUBBLY SURF-2 :P527 BUBBLY OPTIONS * * OPTIONS * * TOP CAP *OPT:TOP CAP OPTIONS 36" LOW STD:LOW TOP CAP FAB DIR *OPT:FABRIC DIRECTION SURF-1 SURF-1 DIRECTION VERT VERTICAL APPLICATION SURF-2 SURF-2 DIRECTION VERT VERTICAL APPLICATION POWER *OPT:POWER AT BASE OPTIONS FACT INS STD:FACTORY INSTALLED OPTIONS POWER POWERWAY OPTIONS NO POWER STD:NO PWRWAY AT BASE OF PNL Tag For: 36/42m H-Workstations	194.58	778.32
77	2	TSAPF4236 STEELCASE PANEL-TACKABLE, 42H X 36W BASIC :7225 SAND SURF-1 :P527 BUBBLY SURF-2 :P527 BUBBLY OPTIONS * * OPTIONS * * TOP CAP *OPT:TOP CAP OPTIONS 36" LOW STD:LOW TOP CAP FAB DIR *OPT:FABRIC DIRECTION SURF-1 SURF-1 DIRECTION VERT VERTICAL APPLICATION	257.14	514.28

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
78	8	SURF-2 SURF-2 DIRECTION VERT VERTICAL APPLICATION POWER *OPT:POWER AT BASE OPTIONS FACT INS STD:FACTORY INSTALLED OPTIONS POWER POWERWAY OPTIONS SHRD PWY 3-CIRCT PWWAY W/SHRD NTRL Tag For: 36/42m H-Workstations	282.90	2,263.20
		TSAPF6636 STEELCASE PANEL-TACKABLE, 66H X 36W BASIC :7225 SAND SURF-1 :P527 BUBBLY SURF-2 :P527 BUBBLY OPTIONS * * OPTIONS * * TOP CAP *OPT:TOP CAP OPTIONS 36" LOW STD:LOW TOP CAP FAB DIR *OPT:FABRIC DIRECTION SURF-1 SURF-1 DIRECTION VERT VERTICAL APPLICATION SURF-2 SURF-2 DIRECTION VERT VERTICAL APPLICATION POWER *OPT:POWER AT BASE OPTIONS FACT INS STD:FACTORY INSTALLED OPTIONS POWER POWERWAY OPTIONS SHRD PWY 3-CIRCT PWWAY W/SHRD NTRL Tag For: 36/66m H-Workstations		
79	3	TSAPTC66 STEELCASE TRIM-VERTICAL, CORNER, 66H BASIC :7225 SAND OPTIONS * * OPTIONS * * END CAP *OPT:END CAP VERT CORNER OPTS LOW STD:LOW END CAP Tag For: J66 H-Workstations	34.04	102.12
80	3	TSAPTE42 STEELCASE TRIM-VERTICAL, END OF RUN, 42H BASIC :7225 SAND	23.46	70.38

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
81	3	OPTIONS * * OPTIONS * * END CAP *OPT:END CAP VERT EOR OPTIONS LOW STD:LOW END CAP Tag For: E42 H-Workstations TSAPTE66 STEELCASE TRIM-VERTICAL, END OF RUN, 66H BASIC :7225 SAND OPTIONS * * OPTIONS * * END CAP *OPT:END CAP VERT EOR OPTIONS LOW STD:LOW END CAP Tag For: E66 H-Workstations	23.46	70.38
82	8	UCANT STEELCASE CANTILEVER, ON MODULE APPLICATION, 16W X 13D BASIC :7225 SAND Tag For: CANT H-Workstations	48.30	386.40
83	2	USSBR STEELCASE BRACKET-SIDE SUPPORT Tag For: SS H-Workstations	17.48	34.96
84	4	WCC223636 STEELCASE WORKSURFACE-CORNER, CURVED, 24DL X 24DR X 36WL X 36WR EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) OPTIONS * * OPTIONS * * WKSF OPT *OPT:WORKSURFACE OPTION SCALLOP STD:SCALLOPS Tag For: 24/36/36/24 H-Workstations	196.88	787.52
85	8	WS2436 STEELCASE WORKSURFACE-STRAIGHT, FULL DEPTH, 24D X 36W EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) OPTIONS * * OPTIONS * *	95.68	765.44

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
86	1	WKSF OPT *OPT:WORKSURFACE OPTION SCALLOP STD:SCALLOPS Tag For: 24/36 H-Workstations RATCL1860F STEELCASE TOP-COMMON, SQUARE EDGE PROFILE, LAMINATE, FLUSH STEEL FRONT, 18D X 60W EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL)	141.94	141.94
87	2	CT/18/60 H-Workstations LOCK9201FR STEELCASE LOCK CYLINDER-FR SERIES, POLISHED CHROME LOCK :9201 POLISHED CHROME KEYS :SK SPEC 2-FR321 STORAGE CABINET	N/C	N/C
88	2	Tag For: H-Workstations RSC18302AF STEELCASE CABINET-STORAGE, 1 ADJUSTABLE SHELF, FLUSH STEEL FRONT, 18D X 30W X 28H BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * TOP OPT *OPT:TOP OPTIONS NO TOP NO TOP	473.29	946.58
89	2	Tag For: SC/28 H-Workstations ELECTRICIAN LABOR MCWATERS Electrician Labor for (2) connections	75.00	150.00
Subsection Sub Total				14,267.63
South Carolina Sales Tax				847.06
Charleston County Sales Tax				352.94
Subsection Total				15,467.63
END	Subsection			
BEG	Subsection	Interview Room 108		

ACCEPTED BY _____ TITLE _____ DATE _____

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
90	3	1507.A71 HIGHMARK Airus, Mid Back, Ht./Wd. Adj. Arms E1 Basic Synchro Tilt SS3 Seat Slider B19 Standard Black Nylon Base W24 Standard Hard Wheel Caster (Set of 5) MPI Mesh Back-Pitch CAL 117-2013 California Technical Bulletin 117-2013 V Vinyl Grades A Grade A ALDAN_INDIGO Aldan, Indigo Tag For: I-Interview Room 108	310.50	931.50
91	1	TS4TBASE285 STEELCASE BASE, 28 DIA BASE X 5 DIA COL BASE :7238 FIELDSTONE Tag For: TB I-Interview Room 108	354.00	354.00
92	1	TS4TLDR36 STEELCASE TOP-TABLE, ROUND, 36 DIA, 1 1/8 THICK, LOW PRESSURE LAMINATE EDGE :6243 BLACKWOOD TOP-SURF:25L6 BLACKWOOD (LPL) Tag For: 36 I-Interview Room 108	147.50	147.50
Subsection Sub Total				1,433.00
South Carolina Sales Tax				85.98
Charleston County Sales Tax				35.83
Subsection Total				1,554.81
END	Subsection			
BEG	Subsection	Waiting Area		
93	1	PL220 COE	134.50	134.50

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
94	2	End Table, 24"W x 24"D x 20"H MH LAM: Mahogany J-Waiting Area SC1400 COE Stackable Side Chair w/Chrome Frame, 18 1/2"W x 18"D x 32 1/2"H J-Waiting Area	64.50	129.00
Subsection Sub Total				263.50
South Carolina Sales Tax				15.81
Charleston County Sales Tax				6.59
Subsection Total				285.90
END	Subsection			
BEG	Subsection	Role Call 101		
95	9	LF1860T MAYLINE Flip-N-Go, 60"W x 18"D Rectangular, LPL T-Mold Edge RMH Regal Mahogany BK Black Edge SLV Silver K-Roll Call 101	312.00	2,808.00
96	18	SC1400 COE Stackable Side Chair w/Chrome Frame, 18 1/2"W x 18"D x 32 1/2"H K-Roll Call 101	64.50	1,161.00
Subsection Sub Total				3,969.00
South Carolina Sales Tax				238.14
Charleston County Sales Tax				99.23
Subsection Total				4,306.37
END	Subsection			
BEG	Subsection	Main Classroom 203		
97	4	ECH MAYLINE Infeed; Hardwire, 72" with Black Wrap, Limit 20 Tables Linked	86.50	346.00

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
98	20	Tag For: L-Main Classroom 203 LF2460T MAYLINE Flip-N-Go, 60"W x 24"D Rectangular, LPL T-Mold Edge EC60UB 60" Undersurface Kit, Black, 2 Power Recepta RMH Regal Mahogany BK Black Edge SLV Silver	583.50	11,670.00
99	1	Tag For: L-Main Classroom 203 RSC18362AF STEELCASE CABINET-STORAGE, 1 ADJUSTABLE SHELF, FLUSH STEEL FRONT, 18D X 36W X 28H BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * TOP OPT *OPT:TOP OPTIONS LAM TOP LAMINATE TOP TOP-SURF TOP SURFACE PLAS LAM *TOP-SURF:PLASTIC LAMINATE 2536 BLACKWOOD (HPL) EDGE EDGE PLASTIC *EDGE:PLASTIC 6243 BLACKWOOD	629.80	629.80
100	1	Tag For: SC/28 L-Main Classroom 203 LOCK9201FR STEELCASE LOCK CYLINDER-FR SERIES, POLISHED CHROME LOCK :9201 POLISHED CHROME KEYS :SK SPEC 1-FR312 MAIN CLASSROOM 203	N/C	N/C
101	20	Tag For: L-Main Classroom 203 TSH2 MAYLINE Valore High Back Chair, 20"W x 24"D x 36.5"H; Quantity of 2 BB	437.00	8,740.00

ACCEPTED BY _____ TITLE _____ DATE _____

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
102	4	Black Mesh Back L-Main Classroom 203 ELECTRICIAN LABOR MCWATERS Electrician Labor for (4) connections	75.00	300.00
		Tag For: M-Entry Area 202		
		Subsection Sub Total		21,685.80
		South Carolina Sales Tax		1,283.15
		Charleston County Sales Tax		534.65
		Subsection Total		23,503.60
END	Subsection			
BEG 103	2	Entry Area 202 1507.A71 HIGHMARK Airus, Mid Back, Ht./Wd. Adj. Arms E1 Basic Synchro Tilt SS3 Seat Slider B19 Standard Black Nylon Base W24 Standard Hard Wheel Caster (Set of 5) MPI Mesh Back-Pitch CAL 117-2013 California Technical Bulletin 117-2013 V Vinyl Grades A Grade A ALDAN_INDIGO Aldan, Indigo	310.50	621.00
		Tag For: M-Entry Area 202		
104	1	RATCL1860F STEELCASE TOP-COMMON, SQUARE EDGE PROFILE, LAMINATE, FLUSH STEEL FRONT, 18D X 60W EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL)	141.94	141.94
		Tag For: CT/18/60 M-Entry Area 202		

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
105	2	RLF18302F STEELCASE UNIVERSAL; LATERAL FILE, 2 DRAWERS, FLUSH STEEL FRONT, 18D X 30W X 28H BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * TOP OPT *OPT:TOP OPTIONS NO TOP NO TOP LOCK OPT *OPT:DRAWER LOCK OPTIONS CENTRAL STD:CENTRAL LOCKING DWR DWR ACC *OPT:FILE DWR ACCESSORIES HF STD:DRAWERS WITH HF'S CNTRWT *OPT:COUNTERWEIGHT PKG UNIV UNIVERSAL COUNTERWEIGHT BASE OPT *OPT:BASE OPTIONS UNIVBASE UNIVERSAL BASE Tag For: LF/2/30 M-Entry Area 202	414.07	828.14
106	4	RLF18303F STEELCASE UNIVERSAL; LATERAL FILE, 3 DRAWERS, FLUSH STEEL FRONT, 18D X 30W X 40H BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * TOP OPT *OPT:TOP OPTIONS STL TOP STD:1" STEEL TOP LOCK OPT *OPT:DRAWER LOCK OPTIONS CENTRAL STD:CENTRAL LOCKING DWR DWR ACC *OPT:FILE DWR ACCESSORIES HF STD:DRAWERS WITH HF'S WGHT PKG *OPT:COUNTERWEIGHT PKG WEIGHT COUNTERWEIGHT PKG Tag For: LF/3/30 M-Entry Area 202	599.72	2,398.88
107	2	RPF2427AF STEELCASE PEDESTAL-FIXED, 2 BOX / 1 FILE, FLUSH STEEL FRONT, 22 5/8D X 15W X 27H BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * DWR OPT *OPT:DRAWER FEATURE OPTIONS	293.28	586.56

ACCEPTED BY _____ TITLE _____ DATE _____

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
108	2	FULL DWR STD:FULL DRAWER PULLS *OPT:PULL OPTIONS INT PULL STD:INTEGRAL J, PULL LOCK OPT *OPT:LOCK OPTIONS SINGLELK STD:SINGLE LOCK Tag For: BBF/15 M-Entry Area 202 RPF2427BF STEELCASE PEDESTAL-FIXED, 2 FILE, FLUSH STEEL FRONT, 22 5/8D X 15W X 27H BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * PULLS *OPT:PULL OPTIONS INT PULL STD:INTEGRAL J, PULL LOCK OPT *OPT:LOCK OPTIONS SINGLELK STD:SINGLE LOCK Tag For: FF/15 M-Entry Area 202	285.29	570.58
109	10	LOCK9201FR STEELCASE LOCK CYLINDER-FR SERIES, POLISHED CHROME LOCK :9201 POLISHED CHROME KEYS :SK SPEC 5-FR313 WORKSTATION 1 5-FR314 WORKSTATION 2 Tag For: M-Entry Area 202	N/C	N/C
110	4	RPXFTAKFP STEELCASE FILLER-FLUSH STEEL FRONT PEDESTAL, TECHNOLOGY / ANSWER / KICK APPLICATION BASIC :7238 FIELDSTONE Tag For: PF M-Entry Area 202	31.49	125.96
111	4	SC1400 COE Stackable Side Chair w/Chrome Frame, 18 1/2"W x 18"D x 32 1/2"H Tag For: M-Entry Area 202	64.50	258.00
112	2	TS71SSX STEELCASE RECEPTACLE-SYSTEM GROUND, LINE 1, 3+1 PLASTIC :6654 SAND Tag For: M-Entry Area 202	19.32	38.64

ACCEPTED BY _____ TITLE _____ DATE _____

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
113	2	TS72SSX STEELCASE RECEPTACLE-SYSTEM GROUND, LINE 2, 3+1 PLASTIC :6654 SAND Tag For: M-Entry Area 202	19.32	38.64
114	2	TS73SSX STEELCASE RECEPTACLE-SYSTEM GROUND, LINE 3, 3+1 PLASTIC :6654 SAND	19.32	38.64
115	2	TS730THF STEELCASE FRAME-HORIZONTAL PACKAGE, THIN, 30W BASIC :7225 SAND OPTIONS * * OPTIONS * * TC OPT *OPT:TOP CAP OPTIONS STD CAP STD:STD TOP CAP CABLEOPT *OPT:CABLE TRAY OPTION NO TRAY NO CABLE TRAY BASE OPT *OPT:BASE TRIM OPTIONS KO BOTH STD:KNOCKOUT BASE BOTH SIDES TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY Tag For: 30/42 M-Entry Area 202	40.02	80.04
116	4	TS73630TK STEELCASE PANEL SKIN-TACKABLE ACOUSTICAL, 36H X 30W SURFACE :P527 BUBBLY OPTIONS * * OPTIONS * * FAB DIR *OPT:FABRIC DIRECTION HORZ STD:HORIZONTAL APPLICATION Tag For: M-Entry Area 202	78.66	314.64
117	12	TS73636TK STEELCASE PANEL SKIN-TACKABLE ACOUSTICAL, 36H X 36W SURFACE :P527 BUBBLY OPTIONS * * OPTIONS * * FAB DIR *OPT:FABRIC DIRECTION HORZ STD:HORIZONTAL APPLICATION Tag For: M-Entry Area 202	84.18	1,010.16
118	6	TS736THF STEELCASE	42.32	253.92

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459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
119	4	FRAME, HORIZONTAL PACKAGE, THIN, 36W BASIC :7225 SAND OPTIONS * * OPTIONS * * TC OPT *OPT:TOP CAP OPTIONS STD CAP STD:STD TOP CAP CABLEOPT *OPT:CABLE TRAY OPTION NO TRAY NO CABLE TRAY BASE OPT *OPT:BASE TRIM OPTIONS KO BOTH STD:KNOCKOUT BASE BOTH SIDES TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY Tag For: 36/42 M-Entry Area 202 TS742TEPJ STEELCASE JUNCTION-END OF RUN, THIN, 42H OPTIONS * * OPTIONS * * TRIM *OPT:TRIM PACKAGE PAINT PAINTED TRIM PKG UPRIGHT UPRIGHT TEXT PNT *UPRIGHT:TEXTURED PAINT 7225 SAND Tag For: E42 M-Entry Area 202	47.84	191.36
120	4	TS742TIPJ STEELCASE JUNCTION-IN LINE, THIN, 42H Tag For: I42 M-Entry Area 202	34.04	136.16
121	2	TS742TLPJ STEELCASE JUNCTION-L, THIN, 42H OPTIONS * * OPTIONS * * TRIM *OPT:TRIM PACKAGE PAINT PAINTED TRIM PKG UPRIGHT UPRIGHT TEXT PNT *UPRIGHT:TEXTURED PAINT 7225 SAND Tag For: L42 M-Entry Area 202	74.52	149.04
122	2	TS76BPX STEELCASE POWER INFEED, 3+1, 6L IN FT	118.22	236.44

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459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
	Tag For:	PLASTIC :6654 SAND BPI/6 M-Entry Area 202		
123	6	TS7PK36X STEELCASE KIT-POWER, 3+1, 36W	94.30	565.80
	Tag For:	PK M-Entry Area 202		
124	4	UCANT STEELCASE CANTILEVER, ON MODULE APPLICATION, 16W X 13D BASIC :7225 SAND	48.30	193.20
	Tag For:	CANT M-Entry Area 202		
125	2	USSBR STEELCASE BRACKET-SIDE SUPPORT	17.48	34.96
	Tag For:	SS M-Entry Area 202		
126	2	UTR1660TA STEELCASE WORKSURFACE-TRANSACTION, PLASTIC EDGE, LAMINATE, STRAIGHT, THIN, ANSWER APPLICATION, 16D X 60W EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) OPTIONS * * OPTIONS * * TC OPT *OPT:TOP CAP OPTIONS STD CAP STD TOP CAP TOP-CAP TOP CAP TEXT PNT *TOP-CAP:TEXTURED PAINT 7225 SAND	190.44	380.88
	Tag For:	M-Entry Area 202		
127	2	WCC223636 STEELCASE WORKSURFACE-CORNER, CURVED, 24DL X 24DR X 36WL X 36WR EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) OPTIONS * * OPTIONS * * WKSF OPT *OPT:WORKSURFACE OPTION SCALLOP STD:SCALLOPS	196.88	393.76
	Tag For:	24/36/36/24 M-Entry Area 202		

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
128	2	WS2430 STEELCASE WORKSURFACE-STRAIGHT, FULL DEPTH, 24D X 30W EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) OPTIONS * * OPTIONS * * WKSF OPT *OPT:WORKSURFACE OPTION SCALLOP STD:SCALLOPS Tag For: 24/30 M-Entry Area 202	91.08	182.16
129	2	WS2436 STEELCASE WORKSURFACE-STRAIGHT, FULL DEPTH, 24D X 36W EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) OPTIONS * * OPTIONS * * WKSF OPT *OPT:WORKSURFACE OPTION SCALLOP STD:SCALLOPS Tag For: 24/36 M-Entry Area 202	95.68	191.36
130	2	ELECTRICIAN LABOR MCWATERS Electrician Labor for (2) connections Tag For: 24/36 M-Entry Area 202	75.00	150.00
Subsection Sub Total				10,110.86
South Carolina Sales Tax				597.65
Charleston County Sales Tax				249.02
Subsection Total				10,957.53
END	Subsection			
BEG	Subsection	Small Classroom 209		
131	10	LF1860T MAYLINE Flip-N-Go, 60"W x 18"D Rectangular, LPL T-Mold Edge RMH Regal Mahogany BK Black Edge SLV Silver	312.00	3,120.00

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
132	Tag For:	N-Small Classroom 209		
	20	SC1400 COE Stackable Side Chair w/Chrome Frame, 18 1/2"W x 18"D x 32 1/2"H	64.50	1,290.00
	Tag For:	N-Small Classroom 209		
Subsection Sub Total				4,410.00
South Carolina Sales Tax				264.60
Charleston County Sales Tax				110.25
Subsection Total				4,784.85
END	Subsection			
BEG	Subsection	Training Room 212		
133	60	SC1400 COE Stackable Side Chair w/Chrome Frame, 18 1/2"W x 18"D x 32 1/2"H	64.50	3,870.00
	Tag For:	P-Training Room 212		
134	4	3080DOLLY COE Chair Dolly- Black	59.50	238.00
	Tag For:	P-Training Room 212		
Subsection Sub Total				4,108.00
South Carolina Sales Tax				246.48
Charleston County Sales Tax				102.70
Subsection Total				4,457.18
END	Subsection			
BEG	Subsection	Office 206		
135	1	1507.A71 HIGHMARK Airus, Mid Back, Ht./Wd. Adj. Arms E1 Basic Synchro Tilt SS3 Seat Slider B19 Standard Black Nylon Base W24 Standard Hard Wheel Caster (Set of 5) MPI Mesh Back-Pitch	310.50	310.50

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459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
136	1	CAL 117-2013 California Technical Bulletin 117-2013 V Vinyl Grades A Grade A ALDAN_INDIGO Aldan, Indigo Tag For: O-Office 206 1510.A71 HIGHMARK Airus, High Back, Ht./Wd. Adj. Arms E1 Basic Synchro Tilt SS3 Seat Slider B19 Standard Black Nylon Base W24 Standard Hard Wheel Caster (Set of 5) MPI Mesh Back-Pitch CAL 117-2013 California Technical Bulletin 117-2013 V Vinyl Grades A Grade A ALDAN_INDIGO Aldan, Indigo Tag For: O-Office 206	325.50	325.50
137	1	RBC15365A STEELCASE BOOKCASE, 4 ADJUSTABLE SHELVES, 15D X 36W X 65 1/2H BASIC :7238 FIELDSTONE OPTIONS * * OPTIONS * * TOP OPT *OPT:TOP OPTIONS STL TOP STD:1" STEEL TOP WGHT PKG *OPT:COUNTERWEIGHT PKG WEIGHT 36" COUNTERWEIGHT PKG Tag For: BC/5/36 O-Office 206	662.23	662.23
138	2	RPF2427BF STEELCASE PEDESTAL-FIXED, 2 FILE,	285.29	570.58

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459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
139	2	FLUSH STEEL FRONT, 22 5/8D X 15W X 27H BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * PULLS *OPT:PULL OPTIONS INT PULL STD:INTEGRAL J, PULL LOCK OPT *OPT:LOCK OPTIONS SINGLELK STD:SINGLE LOCK Tag For: FF/15 O-Office 206	293.28	586.56
		RPF2427AF STEELCASE PEDESTAL-FIXED, 2 BOX / 1 FILE, FLUSH STEEL FRONT, 22 5/8D X 15W X 27H BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * DWR OPT *OPT:DRAWER FEATURE OPTIONS FULL DWR STD:FULL DRAWER PULLS *OPT:PULL OPTIONS INT PULL STD:INTEGRAL J, PULL LOCK OPT *OPT:LOCK OPTIONS SINGLELK STD:SINGLE LOCK Tag For: BBF/15 O-Office 206		
140	4	LOCK9201FR STEELCASE LOCK CYLINDER-FR SERIES, POLISHED CHROME LOCK :9201 POLISHED CHROME KEYS :SK SPEC 2-FR314 DESK 1 2-FR315 DESK 2 Tag For: O-Office 206	N/C	N/C
141	2	UE24 STEELCASE END SUPPORT, 24D BASIC :7238 FIELDSTONE Tag For: ES/30 O-Office 206	206.08	412.16
142	2	UFB STEELCASE BRACKET-FLUSH MOUNT Tag For: FMB O-Office 206	11.96	23.92

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459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
143	2	UMH27 STEELCASE PANEL-MODESTY, HALF HEIGHT, 27W BASIC :7238 FIELDSTONE Tag For: MP/27 O-Office 206	84.18	168.36
144	2	UMH42 STEELCASE PANEL-MODESTY, HALF HEIGHT, 42W BASIC :7238 FIELDSTONE Tag For: MP/42 O-Office 206	95.22	190.44
145	2	WS2442 STEELCASE WORKSURFACE-STRAIGHT, FULL DEPTH, 24D X 42W EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) OPTIONS * * OPTIONS * * WKSF OPT *OPT:WORKSURFACE OPTION OMIT OMIT SCALLOPS Tag For: 24/42 O-Office 206	103.04	206.08
146	2	WS2472 STEELCASE WORKSURFACE-STRAIGHT, FULL DEPTH, 24D X 72W EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) OPTIONS * * OPTIONS * * WKSF OPT *OPT:WORKSURFACE OPTION OMIT OMIT SCALLOPS Tag For: 30/72 O-Office 206	174.34	348.68
Subsection Sub Total				3,805.01
South Carolina Sales Tax				228.30
Charleston County Sales Tax				95.13
Subsection Total				4,128.44
END	Subsection			
BEG	Subsection	Office 207		
147	2	1507.A71 HIGHMARK Airus, Mid Back, Ht./Wd. Adj. Arms E1	310.50	621.00

ACCEPTED BY _____ TITLE _____ DATE _____

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F 912-352-2034

3708 Benchmark Drive
Augusta, GA 30909-9368
P 706-396-5400
F 706-396-5401

Quotation

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(cont'd)

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		Basic Synchro Tilt SS3 Seat Slider B19 Standard Black Nylon Base W24 Standard Hard Wheel Caster (Set of 5) MPI Mesh Back-Pitch CAL 117-2013 California Technical Bulletin 117-2013 V Vinyl Grades A Grade A ALDAN_INDIGO Aldan, Indigo Tag For: Q-Office 207		
148	1	RBC15365A STEELCASE BOOKCASE, 4 ADJUSTABLE SHELVES, 15D X 36W X 65 1/2H BASIC :7238 FIELDSTONE OPTIONS * * OPTIONS * * TOP OPT *OPT:TOP OPTIONS STL TOP STD:1" STEEL TOP WGHT PKG *OPT:COUNTERWEIGHT PKG WEIGHT 36" COUNTERWEIGHT PKG Tag For: BC/5/36 Q-Office 207	662.23	662.23
149	2	RPF2427BF STEELCASE PEDESTAL-FIXED, 2 FILE, FLUSH STEEL FRONT, 22 5/8D X 15W X 27H BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * PULLS *OPT:PULL OPTIONS INT PULL STD:INTEGRAL J, PULL LOCK OPT *OPT:LOCK OPTIONS SINGLELK STD:SINGLE LOCK Tag For: FF/15 Q-Office 207	285.29	570.58
150	2	RPF2427AF STEELCASE	293.28	586.56

ACCEPTED BY _____ TITLE _____ DATE _____

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Quotation

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(cont'd)

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		PEDESTAL-FIXED, 2 BOX / 1 FILE, FLUSH STEEL FRONT, 22 5/8D X 15W X 27H BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * PULLS *OPT:PULL OPTIONS INT PULL STD:INTEGRAL J, PULL LOCK OPT *OPT:LOCK OPTIONS SINGLELK STD:SINGLE LOCK Tag For: BBF/15 Q-Office 207		
151	4	LOCK9201FR STEELCASE LOCK CYLINDER-FR SERIES, POLISHED CHROME LOCK :9201 POLISHED CHROME KEYS :SK SPEC 2-FR315 DESK 1 2-FR316 DESK 2 Tag For: Q-Office 207	N/C	N/C
152	2	UE24 STEELCASE END SUPPORT, 24D BASIC :7238 FIELDSTONE Tag For: ES/30 Q-Office 207	206.08	412.16
153	2	UFB STEELCASE BRACKET-FLUSH MOUNT Tag For: FMB Q-Office 207	11.96	23.92
154	2	UMH27 STEELCASE PANEL-MODESTY, HALF HEIGHT, 27W BASIC :7238 FIELDSTONE Tag For: MP/27 Q-Office 207	84.18	168.36
155	2	UMH42 STEELCASE PANEL-MODESTY, HALF HEIGHT, 42W BASIC :7238 FIELDSTONE Tag For: MP/42 Q-Office 207	95.22	190.44
156	2	WS2442 STEELCASE WORKSURFACE-STRAIGHT, FULL DEPTH,	103.04	206.08

ACCEPTED BY _____ TITLE _____ DATE _____

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Quotation

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(cont'd)

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
157	2	24D X 42W EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) OPTIONS * * OPTIONS * * WKSF OPT *OPT:WORKSURFACE OPTION OMIT OMIT SCALLOPS Tag For: 24/42 Q-Office 207 WS2472 STEELCASE WORKSURFACE-STRAIGHT, FULL DEPTH, 24D X 72W EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) OPTIONS * * OPTIONS * * WKSF OPT *OPT:WORKSURFACE OPTION OMIT OMIT SCALLOPS Tag For: 30/72 Q-Office 207	174.34	348.68
END	Subsection			
			Subsection Sub Total	3,790.01
			South Carolina Sales Tax	227.40
			Charleston County Sales Tax	94.75
			Subsection Total	4,112.16
BEG 158	1	Office 213 1510.A71 HIGHMARK Airus, High Back, Ht./Wd. Adj. Arms E1 Basic Synchro Tilt SS3 Seat Slider B19 Standard Black Nylon Base W24 Standard Hard Wheel Caster (Set of 5) MPI Mesh Back-Pitch CAL 117-2013 California Technical Bulletin 117-2013 V Vinyl Grades A Grade A	325.50	325.50

ACCEPTED BY _____ TITLE _____ DATE _____

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Quotation

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(cont'd)

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
159	2	ALDAN_INDIGO Aldan, Indigo Tag For: R-Office 213 2009 HIGHMARK Lynx, Side Chair, Glides, Arms BA Standard Black Arm W26 Standard High Glide (Set of 4) ~ NO Book Rack ~ NO Dolly ~ NO Ganging Device BF Black Frame ~ NO 1" Additional Seat Foam CAL 117-2013 California Technical Bulletin 117-2013 V Vinyl Grades A Grade A ALDAN_EBONY Aldan, Ebony Tag For: R-Office 213	214.00	428.00
160	1	9QF18302AF STEELCASE OVERFILE-OPEN, ADJUSTABLE SHELF, 18D X 30W X 31 1/2H BASIC :7238 FIELDSTONE Tag For: OF/30 R-Office 213	453.52	453.52
161	1	RBB30QTAK STEELCASE UNIVERSAL; BIN-OVER THE CASE, TECHNOLOGY / ANSWER / KICK APPLICATION, 30W BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * DOOR *OPT:DOOR OPTIONS	264.96	264.96

ACCEPTED BY _____ TITLE _____ DATE _____

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Quotation

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(cont'd)

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
162	1	STD DOOR STD:STANDARD DOOR NO ASST STD:NO ASSIST LOCK OPT *OPT:LOCK OPTIONS LOCK STD:LOCK BRACKETS *OPT:OPTIONAL BRACKETS OMIT OMIT BRACKET Tag For: OH/30/16 R-Office 213 RBB36QTAK STEELCASE UNIVERSAL; BIN-OVER THE CASE, TECHNOLOGY / ANSWER / KICK APPLICATION, 36W BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * DOOR *OPT:DOOR OPTIONS STD DOOR STD:STANDARD DOOR NO ASST STD:NO ASSIST LOCK OPT *OPT:LOCK OPTIONS LOCK STD:LOCK BRACKETS *OPT:OPTIONAL BRACKETS OMIT OMIT BRACKET Tag For: OH/36/16 R-Office 213	278.30	278.30
163	1	RBKHW30 STEELCASE BRACKET-WALL ATTACHMENT, HORIZONTAL, 30W BASIC :7238 FIELDSTONE Tag For: HB/30 R-Office 213	93.38	93.38
164	1	RBKHW36 STEELCASE BRACKET-WALL ATTACHMENT, HORIZONTAL, 36W BASIC :7238 FIELDSTONE Tag For: HB/36 R-Office 213	93.38	93.38
165	1	RLF18302F STEELCASE UNIVERSAL; LATERAL FILE, 2 DRAWERS, FLUSH STEEL FRONT, 18D X 30W X 28H BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * *	459.19	459.19

ACCEPTED BY _____ TITLE _____ DATE _____

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Quotation

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(cont'd)

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		TOP OPT *OPT:TOP OPTIONS STL TOP 1" STEEL TOP LOCK OPT *OPT:DRAWER LOCK OPTIONS CENTRAL STD:CENTRAL LOCKING DWR DWR ACC *OPT:FILE DWR ACCESSORIES HF STD:DRAWERS WITH HF'S CNTRWT *OPT:COUNTERWEIGHT PKG UNIV UNIVERSAL COUNTERWEIGHT BASE OPT *OPT:BASE OPTIONS UNIVBASE UNIVERSAL BASE Tag For: LF/2/30 R-Office 213		
166	1	RPF2427AF STEELCASE PEDESTAL-FIXED, 2 BOX / 1 FILE, FLUSH STEEL FRONT, 22 5/8D X 15W X 27H BASIC :7238 FIELDSTONE LOCK :9201 POLISHED CHROME KEYS :SK PLUG OPTIONS * * OPTIONS * * DWR OPT *OPT:DRAWER FEATURE OPTIONS FULL DWR STD:FULL DRAWER PULLS *OPT:PULL OPTIONS INT PULL STD:INTEGRAL J, PULL LOCK OPT *OPT:LOCK OPTIONS SINGLELK STD:SINGLE LOCK Tag For: BBF/15 R-Office 213	293.28	293.28
167	4	LOCK9201FR STEELCASE LOCK CYLINDER-FR SERIES, POLISHED CHROME LOCK :9201 POLISHED CHROME KEYS :SK SPEC 4-FR316 OFFICE Tag For: R-Office 213	N/C	N/C
168	2	UE30 STEELCASE END SUPPORT, 30D BASIC :7238 FIELDSTONE Tag For: ES/30 R-Office 213	232.76	465.52
169	1	UFB STEELCASE BRACKET-FLUSH MOUNT Tag For: FMB R-Office 213	11.96	11.96

ACCEPTED BY _____ TITLE _____ DATE _____

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Quotation

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
170	1	UMH21 STEELCASE PANEL-MODESTY, HALF HEIGHT, 21W BASIC :7238 FIELDSTONE Tag For: MP/21 R-Office 213	79.12	79.12
171	1	UMH30 STEELCASE PANEL-MODESTY, HALF HEIGHT, 30W BASIC :7238 FIELDSTONE Tag For: MP/30 R-Office 213	87.40	87.40
172	1	WS2436 STEELCASE WORKSURFACE-STRAIGHT, FULL DEPTH, 24D X 36W EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) OPTIONS * * OPTIONS * * WKSF OPT *OPT:WORKSURFACE OPTION OMIT OMIT SCALLOPS Tag For: 24/36 R-Office 213	95.68	95.68
173	1	WS3060 STEELCASE WORKSURFACE-STRAIGHT, FULL DEPTH, 30D X 60W EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) OPTIONS * * OPTIONS * * WKSF OPT *OPT:WORKSURFACE OPTION OMIT OMIT SCALLOPS CADDY OPT *OPT:PERSONAL CADDY CUTOUT OPTIONS OMIT CDY STD:OMIT CADDY CUTOUT Tag For: 30/60 R-Office 213	180.32	180.32
174	2	LSB24K2 STEELCASE LIGHT-SHELF, 17 WATT, ELECTRONIC BALLAST, LAMP, 9 FOOT CORD, 25W OPTIONS * * OPTIONS * * LGT OPTS *OPT:SHELF LIGHT COLOR OPTIONS BLKLIGHT STD:STD BLACK PAINTED HOUSING	138.00	276.00

ACCEPTED BY _____ TITLE _____ DATE _____

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Quotation

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Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
	Tag For:	LENS OPT *OPT:LENS OPTIONS LENS STD:PRISMATIC LENS R-Office 213		
			Subsection Sub Total	3,885.51
			South Carolina Sales Tax	233.13
			Charleston County Sales Tax	97.14
			Subsection Total	4,215.78
END	Subsection			
BEG	Subsection	Locker Room Benches		
175	2	HMLB-60 TENNSCO 60" Hardwood Locker Bench	87.48	174.96
	Tag For:	S- Benches		
176	4	LBP-1 TENNSCO Locker Bench Pedestal Light Grey	28.45	113.80
	Tag For:	S- Benches		
			Subsection Sub Total	288.76
			South Carolina Sales Tax	17.33
			Charleston County Sales Tax	7.22
			Subsection Total	313.31
END	Subsection			

QUOTATION TOTALS

Sub Total	99,158.92
South Carolina Sales Tax	5,913.54
Charleston County Sales Tax	2,463.97
Grand Total	107,536.43

*****End of Quotation*****

ACCEPTED BY _____ TITLE _____ DATE _____

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(cont'd)

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
459913	2/10/2017	CITY OF CHARLESTON R	CIT025	Harry Dent	

TERMS AND CONDITIONS OF SALE

For the purpose of these Terms & Conditions of Sale ("Terms & Conditions"), the buyer will be referred to as the "Client" and the seller will be referred to as "McWaters, Inc."

Prices

Prices for purchased items may not include any sales, use or excise taxes imposed by any governmental body. Such taxes will be added to the invoice at time of billing. Clients who are exempt from taxes shall provide McWaters, Inc. with copies of exemption certificates upon execution of these Terms & Conditions. Applicable freight charges will also be added to the invoice at time of billing.

Specifications

McWaters, Inc. cannot be held responsible for the accuracy of specifications generated by an outside firm or person. We will take full responsibility, however, for specifications generated by personnel of McWaters, Inc.

Changes in Requirements

Changes in quantity or specifications after execution of these Terms & Conditions are subject to revisions in pricing and delivery requirements, and such revisions shall not be effective unless made pursuant to a writing executed by both Client and McWaters, Inc.

Cancellations

Requests for order changes/cancellations for standard ship orders must be submitted to McWaters, Inc. within five business days from the execution of these Terms & Conditions, and such changes/cancellations shall be subject to the terms and conditions of our suppliers. There are no changes and/or cancellations allowed on Express Ship orders. In the event of approved changes to ordered items, these Terms and Conditions shall be re-executed with a revised Exhibit "A" to reflect the changes made.

Returns

The items ordered as shown on the attached Exhibit "A" (Quote # _____) are not subject to return, as they have been specified and will be ordered per the unique requirements of the Client. Our manufacturers do not accept the return of any furnishings due to the tremendous range of styles, finishes, options and in some cases, health codes. Therefore, McWaters, Inc. will not take back furnishings that have been approved and ordered by the Client.

Delays/Storage

In the event that construction delays or other causes outside McWaters, Inc.'s control force postponement of the scheduled delivery or installation, arrangements for storage of furnishings will be handled by McWaters, Inc. Transfer, storage and handling charges will be billable to the Client, as well as monthly storage charges until the site is ready.

In the above situation, invoicing of the furnishings will be submitted to the Client upon receipt of the items from the manufacturer by McWaters, Inc. Ninety percent of the invoice is due within ten (10) days after the invoice has been mailed to the Client, ten percent of the invoice will be due upon completion of installation.

Payment Terms

- 1) Terms of sale are Net 10 days from invoice.
- 2) A deposit of 50% is required with all orders unless other terms have previously been established.
- 3) The Client agrees to pay a service charge of 1.5% per month at the annual percentage rate of eighteen percent (18%) on all delinquent invoices as well as expenses, attorney's fees and court costs which McWaters, Inc. incurs by reason of Client's default. A fee of \$20.00 will be charged to the Client for each check that is returned by the bank. McWaters, Inc. reserves the right to place a Client's account on "credit hold" if a payment delinquency occurs.

Security Interest of McWaters, Inc.

Client hereby grants to McWaters, Inc. a security interest in the ordered items listed on the attached Exhibit "A" (Quote # _____) to secure payment by Client under the Payment Terms outlined in these Terms & Conditions.

Upon default in payment by Client under the Payment Terms above, McWaters Inc. shall have the remedies of a secured party under Title 36 of the South Carolina Code of Laws, as amended, or under the Commercial Code of any other state, as applicable.

Freight

- 1) Freight charges will be added to the invoice to be paid by the Client if applicable.
- 2) Claims for transportation damage will be filed by McWaters, Inc. for all furniture received and inspected by McWaters, Inc.'s personnel. Damaged furnishings will be repaired or replaced.
- 3) On drop shipments, it is the Client's responsibility to receive and inspect the merchandise and to file freight claims in the event of any damage.

Quality

Manufacturers represented by McWaters, Inc. warrant their products against defects during normal usage. McWaters, Inc. warrants those products to the same extent as the manufacturers' warranties.

Delivery and Installation

- 1) Job Site Service: Electric current, heat, hoisting and/or elevator service will be furnished without charge to McWaters, Inc. Adequate facilities for off-loading, staging, moving and handling of merchandise will be provided. Electrical connections from the building power supply to a furniture panel system must be made by a qualified electrician, contracted by the Client at Client's expense. McWaters, Inc. will quote the Client on providing a qualified electrician if necessary.
- 2) Protection of Delivered Goods: Furnishings delivered and brought to the job site shall be inspected and conditionally accepted by the Client at time of delivery. Title to the delivered goods shall at that time pass to the Client. After arrival at the site, any loss or damage by weather, other trades, fire or other elements, or by parties not under the direction and control of McWaters, Inc. shall be the Client's responsibility and the Client agrees to hold McWaters, Inc. harmless from loss for any such reasons.
- 3) Delivery and installation will be made during normal working hours (8:00 AM-5:00 PM, Monday through Friday). Additional labor costs resulting from overtime work performed at the Client's request or from labor or building conditions will be passed on to the Client.

Punch List

Immediately upon completion of a project, a representative from McWaters, Inc. and a representative from the Client will prepare a final punch list outlining necessary work to be performed in order to complete the project as ordered. Any work or product needed later over and above the items on the project punch list will be at Client's expense.

General

All transactions between the Client and McWaters, Inc. are deemed to have been entered into in the County of Richland, State of South Carolina. South Carolina law shall govern such transactions, and jurisdiction and venue for all legal proceedings related thereto shall lie solely in the state and federal courts sitting in Richland County, South Carolina.

No terms or conditions of purchase orders that are different from these Terms & Conditions will become part of any agreement unless approved in writing by McWaters, Inc.

The terms and conditions shown herein shall not apply when applicable terms and conditions of sale take precedence, such as those found in State Contract Transactions, or those associated with published account-specific agreements.

ACCEPTED BY _____ TITLE _____ DATE _____

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3.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Ben Dellucci DEPT. Fleet Management
SUBJECT: 2017 JOHN DEERE 310SL BACKHOE LOADER
REQUEST: Approval to purchase one (1) 2017 John Deere 310SL Backhoe Loader from Flint Equipment, 136 Acres Dr., Ladson, SC 29456
NJPA Contract #032515-JDC

COMMITTEE OF COUNCIL: Ways & Means DATE: March 14, 2017

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Fleet Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Ben Dellucci</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Larry C...</i>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: *062017 Account #: 58015

Balance in Account 97,231.98 Amount needed for this item \$97,231.98

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: *Amy Wharton*

FISCAL IMPACT: * Using 2017 Lease Purchase Funds

Mayor's Signature: *John J. Tecklenburg*
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Ship To: _____

Account Codes:			062017-5815	Contract #:	032515-JDC
Item #	Quantity	Unit	Description	Unit Price	Ext. Price
	1		J.Deere 310SL Backhoe Loader	96931.98	\$96,931.98
	1		State Tax	300	\$300.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
			NJPA CONTRACT #032515-JDC		\$0.00
					\$0.00
					\$0.00
					\$0.00
			As Per Quote/spec's with		\$0.00
			Extended warranty 60 Month 5000 Hr		
			For		
			P.S. Streets and sidewalks		
				Total	\$97,231.98

B. Heller

Requestor/B.Dellucci
Title/Fleet Manager

Authorized Approval



Quote Id: 14581216

Prepared For:
CITY OF CHARLESTON



Prepared By: **BILL DAVIS**

Flint Equipment Merger Co.
136 Acres Dr
Ladson, SC 294563502
Tel: 843-572-0400
Mobile Phone: 843-870-1765
Fax: 843-572-7746
Email: wdavis@flintequipco.com

Date: 10 January 2017

Offer Expires: 31 January 2017

Confidential



Quote Id: 14581216

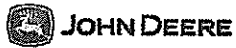
10 January 2017

CITY OF CHARLESTON
2150 Milford St
N Charleston, SC 29405

The Attached quote reflects NJPA contract #032515-JDC discount of \$28,659.36

Cab includes
Tinted safety glass.
Deluxe interior trim.
Headliner.
Molded floor mats.
Air Conditioning 26,000 BTU.
CFC free R134a refrigerant.
Heater/defrosters/pressurizer, 40,000 BTU, 3 speed.
Mechanical Suspension Deluxe, Cloth, Swivel Seat with Lumbar Adjustment and Arm
Rests, Fully Adjustable.
3 in Seat Belt.
Tilt Steering Wheel.
Interior Rearview Mirror
Front 2-speed wiper with windshield washer and rear 1-speed wiper.
(2) front driving/working halogen lights - 32,500 Candlepower Each
(2) rear working halogen lights - 32,500 Candlepower Each
(6) additional work roof lights adds 2 front, 2 rear and 1 on each side of roof
(4) turn signal/flasher/rear stop/tail lights - 2 front and rear
(2) rear reflector
BILL DAVIS
843-572-0400
Flint Equipment Merger Co.

Confidential



Quote Summary

Prepared For:
CITY OF CHARLESTON
2150 Milford St
N Charleston, SC 29405
Business: 843-724-7390

Prepared By:
BILL DAVIS
Flint Equipment Merger Co.
136 Acres Dr
Ladson, SC 294563502
Phone: 843-572-0400
Mobile: 843-870-1765
wdavis@flintequipco.com

Quote Id: 14581216
Created On: 10 January 2017
Last Modified On: 10 January 2017
Expiration Date: 31 January 2017

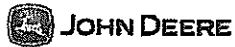
Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 310SL BACKHOE LOADER John Deere Extended Warranty-60 month 5000 hour PT&H	\$ 96,931.96 X	1 =	\$ 96,931.96
Sub Total			\$ 96,931.96
Equipment Total			\$ 96,931.96

Quote Summary	
Equipment Total	\$ 96,931.96
SubTotal	\$ 96,931.96
Total	\$ 96,931.96
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 96,931.96

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE



Selling Equipment

Quote Id: 14581216

Customer: CITY OF CHARLESTON

JOHN DEERE 310SL BACKHOE LOADER

Hours:

Stock Number:

Code	Description	Qty
0A70T	310SL BACKHOE LOADER	1
Standard Options - Per Unit:		
1065	John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions with Net Peak Power of 99 Hp.	1
1712	JDLINK Ultimate Cellular for Costa Rica and Countries outside the Americas - 5 Years	1
2035	Cab	1
2401	English Decals with English Operator and Safety Manuals	1
3065	Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential and 5F/3R Powershift Transmission	1
4464	Galaxy 19.5L - 24 in. 12 PR Rear & 12.5/80-18 10PR Front	1
5285	Pilot Controls, Two Lever, with Pattern Selection	1
5420	Multi-Brand Quick Coupler	1
5616	12 In. (305 mm) Wide Bucket, 3.3 Cu. Ft. (0.09 Cu. M.) Capacity Buckets	1
6020	Extendible Dipperstick	1
6230	Auxiliary Hydraulic with One & Two Way Flow (Hammer & Thumb/Swinger)	1
7085	Loader Coupler, 3-Function Hydraulics, Single Lever	1
7650	1.3 Cu. Yd. (1.0 Cu. M.) 92 in. (2.34 m) wide Heavy-Duty Long-Lip Coupler Bucket with Cutting Edge and Skid Plates	1
8415	Heavy-Duty Bumper	1
8625	Single Battery, 150 Minute Reserve Capacity (950 CCA)	1
9917	Radio, Bosch Basic Package	1
9919	Sun Visor	1
Dealer Attachments:		
TAG	60 inch clean out BKT	1

Confidential



JOHN DEERE



Selling Equipment

Quote Id: 14581216

Customer: CITY OF CHARLESTON

AT437342	BKH Pin-On Bucket 24 In. (610 mm) Standard-Duty 7.5 Cu. Ft. (0.21 Cu. M.)	1
AT308138	Forks, Pallet (2) 48 in.(1.22m) with 60 in. (1.52m) Coupler Fork Carriage	1
Service Agreements		
John Deere Extended Warranty - 60 month 5000 hour PT&H		
Other Charges		
	Freight	1
	Setup	1
	Local Delivery	1

Extended Warranty Proposal

JOHN DEERE 310SL BACKHOE LOADER

Date : January 10, 2017

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Application	Gov	Deductible	\$ 0.00
Equipment Type	310SL LOADER BACKHOE	Coverage	PT&H	List	\$ 2,560.00
Model	310SL LOADER BACKHOE	Total Months	60		
Country		Total Hours	5000		

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

☒ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.

3k.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Ben Dellucci DEPT. Fleet Management
SUBJECT: 2112 PLUS 12 YARD VACTOR ON A 2017 WESTERN STAR 4700SB CAB, CHASSIS
REQUEST: Approval to purchase one (1) 2112 Plus 12 Yard Vactor on a 2017
Western Star 4700SB Cab, Chassis from Public Works Equipment &
Supply, 4519 Old Charlotte Wy, Monroe, NC 28110. NJPA Contract
#022014FSC

COMMITTEE OF COUNCIL: Ways & Means DATE: March 14, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Fleet Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>B. J. Keller</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Greg Coz</i>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: *062017 Account #: 58015

Balance in Account 394,356.77 Amount needed for this item \$394,356.77

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: *Jimmy Wharton*

FISCAL IMPACT: * Using 2017 Lease Purchase Funds

Mayor's Signature: *John J. Tecklenburg*
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Ship To: _____

Item #	Quantity	Unit	Description	Unit Price	Ext. Price
	1		NEW 2112 PLUS 12 YARD VACTOR		\$394,056.77
			ON A 2017 WESTERN STAR 4700SB		
			CAB,CHASSIS		
	1		State Tax	300	\$300.00
			NJPA CONTRACT #022014FSC		
			AS PER QUOTE/SPEC,S		
			FOR		
			P.S. STORMWATER		
				Total	\$394,356.77

Authorized Approval

**PUBLIC WORKS
EQUIPMENT AND SUPPLY, INC.**



4519 OLD CHARLOTTE HWY • MONROE, NC 28110
(800) 222-6803 • (704) 289-6488 • FAX (704)-283-2266
WWW.PWEASI.COM

DATE: January 9, 2017

TO: Ben Dellucci
City of Charleston
NJPA Member # 83922
Fleet Manager
2150 Milford St
Charleston, SC 29405

RE: Quote for Vactor 2100 Plus per NJPA Contract #022014FSC

1 New Vactor 2112 Plus Single Engine Positive Displacement Combination Truck Per Attached Specifications	\$294,541.00
1 2017 Western Star 4700SB Cab/Chassis Per Attached Specifications	\$105,362.00
1 Less NJPA Discount	-\$8,836.23
1 Incoming Freight, PDI, Local Delivery and Training	\$2,990.00
TOTAL NET DELIVERED PRICE	\$394,056.77

City to pay sales tax at time of tag and Title Application

Best Regards,

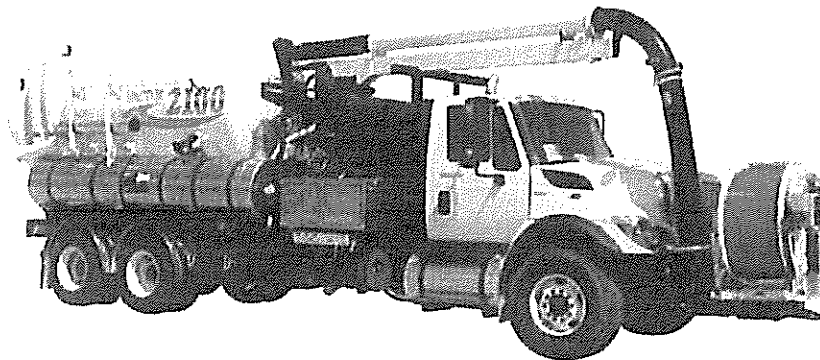
Reed Davis

**PUBLIC WORKS
EQUIPMENT AND SUPPLY, INC.**

4519 Old Charlotte Highway
Monroe, North Carolina 28110

Presents a Proposal Summary

of the



2100 Plus

**Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy
Duty Truck Chassis**

For

**CITY OF CHARLESTON
2150 MILFORD STREET
CHARLESTON, SOUTH CAROLINA**

Larry Davis
Tel:

2016-12-22 08:16:54

PRODUCT DESCRIPTION

· 2100 PLUS with Roots 824-16" Hg. Blower, 12 Yard Debris body, 1500 Gallons of Fresh Water

STANDARD FEATURES

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Remote Pendant Control w/35' Cord
- Vansco-Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assy. w/1/2" x 35' Hose w/Quick Disconnects
- 2" Y-Strainer w/25' Fill Hose
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- 1" Nozzle
- 1" X 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Water Sight Gauge DS/PS
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hyd Variable Flow, Dual PTO's. Dual Hyd. Pumps)
- 1" Water Relief Valve for Vactor Water Pump
- Stainless Steel Microstrainer
- Blower Air Shift Controls
- Hydraulic Cooling Package
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Footage Counter - Mechanical
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hourmeter
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.

- Water Pump Hour Meter
- PTO Hour Meter
- Vactor 2100 Plus Body Decal - Multi-Colored
- Chassis Modifications
- Vactor Manual, Partial Manual and USB Version - 1 + Dealer

ADDITIONAL FEATURES

- Roots 824-16" Hg. Blower
- 180 Degree Rotation, 5 Ft. Hydraulic Extendable x 5Ft. Telescoping Boom, Front Loading 8" Suction Hose
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 600' Piranha Sewer Hose, 2500 PSI
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- Debris Body Flush Out System
- 6" Butterfly Valve, Rear Door, 3:00 Position
- Pump Off Ports and Programming
- Internal Body Screen with Pump Off Ports Only
- Centrifugal Separators
- Folding Pipe Rack, Curbside, Hydraulic
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Low Water Light w/Alarm and Water Pump Flow Indicator
- Air Purge
- Hot Shift Blower Drive
- Front Joystick Boom Control
- Wireless Controls, including hose reel controls
- Cold Weather Recirculator, PTO Driven, 25 GPM
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Hydro Excavation Kit/Retract Reel w/1/2" X 50' Hose and Nozzle
- Automatic Hose Level Wind Guide, Non-Indexing
- Handgun Hose Reel w/Spring Retract
- Rodder Pump Drain Valves
- Rear Directional Control, Signal Master LED Arrow Stick, 8 Lights
- Strobe Light, Rear, Federal Signal US-5 Series, Amber
- DOT 3 Lighting Package, 6 Federal Signal Strobe Lights, LED
- Worklights (2), LED, 5 x 5 Boom
- Worklight, LED, Operators Station
- Worklight, LED, Hose Reel Manhole
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
- Toolbox, Behind Cab
- Camera System, Front, Rear and Both Sides
- (2) 8" x 5' Aluminum Vacuum Tube
- (2) 8" Quick Clamp Assembly
- 1" x 10' Leader Hose Assembly

Chassis Source - Customer Supplied
Module Paint Match Cab - No
Module Paint Color - Blue
Module Paint Color Code - N4636EX Plus Blue
Cab Color - Silver
Cab Color Code - C9339EB Silver
Door Stripe Color - None
Chassis Year - 2017
Chassis Make - WESTERN STAR
Chassis Model - 4700SB 6X4
Chassis Axle - Tandem
Chassis VIN - 5KKHAXCY5HPJF9619
Certified Unit Weight Required - No

Chassis Note: None

:

Price valid for 30 Days from date of 1/9/2017

Product Model: 2100PLUS

Product Model: 2100PLUS

Proposal Date: 1/9/2017

Quote Number: 2016-17288

Price List Date: 1/1/2016

P.O. Number:

Payment Terms:

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

Date: _____

Quote Number: 2016-17288

Prepared for:
 LARRY DAVIS
 PUBLIC WORKS EQUIPMENT AND
 SUPPLY CO
 4519 Old Charlotte Hwy
 MONROE, NC 28110

Prepared by:
 Joe Horton
 Excel Truck Group
 4633 Equipment Drive
 Charlotte, NC 28269
 Phone: 704-597-1110

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-14T	WESTERN STAR 4700 PRL-14T (EFF:10/05/15)			STD
Data Version				
DRL-042	SPECPRO21 DATA RELEASE VER 042			N/C
Vehicle Configuration				
001-451	4700 SET-BACK FRONT AXLE CHASSIS	9,215	6,630	
004-217	2017 MODEL YEAR SPECIFIED			
002-004	SET BACK AXLE - TRUCK			STD
019-002	STRAIGHT TRUCK PROVISION			STD
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-002	TRUCK CONFIGURATION			STD
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			STD
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE			N/C
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-002	LIQUID BULK COMMODITY			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-1A5	WESTERN STAR VOCATIONAL WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs			
A67-99D	EXPECTED PUSHER AXLE(S) LOAD : 0.0 lbs			
A69-99D	EXPECTED TAG AXLE(S) LOAD : 0.0 lbs			

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PUBLIC WORKS EQUIPMENT AND
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4519 Old Charlotte Hwy
MONROE, NC 28110

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4633 Equipment Drive
Charlotte, NC 28269
Phone: 704-597-1110

Data Code	Description	Weight Front	Weight Rear	Retail Price
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 66000.0 lbs			
Truck Service				
AA3-034	SEWER/INDUSTRIAL VACUUM BODY			N/C
Engine				
101-2XN	CUM ISL 370 HP @ 2000 RPM, 2100 GOV RPM, 1250 LB/FT @ 1400 RPM	-850	-70	
Electronic Parameters				
79A-070	70 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM			N/C
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED			N/C
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM			N/C
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM			N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
80G-002	PTO MINIMUM RPM - 700			N/C
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C
Engine Equipment				
99C-016	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG17 BUT NOT FINAL GHG17 CONFIGURATION			N/C
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)			
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
133-004	ONE PIECE VALVE COVER			STD
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED			
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
292-1D7	(3) ALLIANCE MODEL 1131, GROUP 31, 12 VOLT MAINTENANCE FREE 2850 CCA THREADED STUD BATTERIES	-10		
290-017	BATTERY BOX FRAME MOUNTED	35		

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Charlotte, NC 28269
Phone: 704-597-1110

Data Code	Description	Weight Front	Weight Rear	Retail Price
282-042	LH BATTERY BOX MOUNTED AS FAR AFT AS POSSIBLE, NO GREATER THAN 60 INCHES BACK OF CAB			
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			N/C
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			N/C
131-013	AIR COMPRESSOR DISCHARGE LINE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20		\$34.00
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE			STD
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			STD
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			N/C
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			STD
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	35	10	
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD			
273-048	HORTON 2-SPEED DRIVEMASTER ADVANTAGE POLAREXTREME FAN DRIVE			
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED			
110-003	CUMMINS SPIN ON FUEL FILTER			
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			
120-009	FLEETGUARD PLAIN COOLANT FILTER	10		
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-20		
267-006	MOUNTING FOR FIREWALL MOUNTED SURGE TANK			STD

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PUBLIC WORKS EQUIPMENT AND
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4633 Equipment Drive
Charlotte, NC 28269
Phone: 704-597-1110

Data Code	Description	Weight Front	Weight Rear	Retail Price
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT			
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			
270-016	RADIATOR DRAIN VALVE			
168-002	LOWER RADIATOR GUARD			
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4		
166-998	NO OIL PREHEATER			
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			
134-001	ALUMINUM FLYWHEEL HOUSING			
132-004	ELECTRIC GRID AIR INTAKE WARMER			N/C
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	-10		N/C
Transmission				
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	-110	-35	
Transmission Equipment				
343-323	ALLISON VOCATIONAL PACKAGE 172 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS			N/C
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84D-022	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			N/C
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			N/C
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			N/C
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			N/C

Prepared for:
 LARRY DAVIS
 PUBLIC WORKS EQUIPMENT AND
 SUPPLY CO
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 4633 Equipment Drive
 Charlotte, NC 28269
 Phone: 704-597-1110

Data Code	Description	Weight Front	Weight Rear	Retail Price
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE			N/C
353-061	BODY LIGHTING INTERFACE BLUNT CUT WIRING WITH FUSE PANEL WIRE MOUNTED BETWEEN DRIVER AND PASSENGER SEATS WITH ADDITIONAL 150 AMP SERVICE			
34C-010	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR, BLUNT CUT, MOUNTED BETWEEN DRIVER AND PASSENGER SEATS			
362-1Y0	(2) CUSTOMER INSTALLED CHELSEA 277 SERIES PTO'S			
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION			
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			N/C
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			N/C
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			N/C
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK			STD
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			N/C
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			N/C
Front Axle and Equipment				
400-1AC	MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	60		
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			STD
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			STD
427-001	FRONT BRAKE DUST SHIELDS	5		
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-003	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS			STD
406-001	STANDARD KING PIN BUSHINGS			STD
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	90		N/C

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Data Code	Description	Weight Front	Weight Rear	Retail Price
539-003	POWER STEERING PUMP			STD
534-003	4 QUART POWER STEERING RESERVOIR			N/C
533-001	OIL/AIR POWER STEERING COOLER			N/C
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE			
Front Suspension				
620-006	20,000# FLAT LEAF FRONT SUSPENSION	50		
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION			
410-001	FRONT SHOCK ABSORBERS			
Rear Axle and Equipment				
420-111	RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE		450	
421-489	4.89 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			N/C
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	70	70	
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES			
878-019	(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES			
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH			
423-019	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			
433-002	NON-ASBESTOS REAR BRAKE LINING			
434-001	CAM BRAKE AUXILIARY SUPPORT BRACKETS			
451-023	CONMET CAST IRON REAR BRAKE DRUMS			
425-002	REAR BRAKE DUST SHIELDS		10	
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS			
426-099	HALDEX GOLDSEAL LONGSTROKE HEAVY DUTY 30/36 2-DRIVE AXLES SPRING PARKING CHAMBERS			
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE			
Rear Suspension				
622-1CJ	HENDRICKSON RT463 REAR SUSPENSION @ 46,000#		730	
621-015	HENDRICKSON RT/RTE - 6.00" SADDLE			

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Data Code	Description	Weight Front	Weight Rear	Retail Price
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			N/C
624-009	54 INCH AXLE SPACING		10	
628-005	STEEL BEAMS AND BRONZE CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS			N/C
623-005	FORE/AFT CONTROL RODS			N/C
Brake System				
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL			STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20		N/C
483-003	BENDIX OIL COALESCING FILTER FOR AIR DRYER			N/C
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL			N/C
	MOUNT AIR DRYER 120" FROM CENTER LINE TO CENTER LINE OF TANDEMS			
460-001	STEEL AIR BRAKE RESERVOIRS			STD
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD			
477-006	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)			
485-045	METALLIC AIR MANIFOLD MOUNTED TO BACK OF CAB CROSSMEMBER WITH SIX 1/4 INCH FITTINGS AND 70 PSI PROTECTION VALVE	15		
Wheelbase & Frame				
545-660	6600MM (260 INCH) WHEELBASE			
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	670	-210	
552-038	1800MM (71 INCH) REAR FRAME OVERHANG			
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-20	90	
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	122	-10	
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 196.69 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 193.69 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 400.61			

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Data Code	Description	Weight Front	Weight Rear	Retail Price
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 196.69 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 93.78 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 143.82 in			N/C
553-001	SQUARE END OF FRAME			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER			STD
568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER			STD

Chassis Equipment

556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-110		
586-015	FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS			
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			
605-1AB	D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME WEB			

Fuel Tanks

204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	20		
218-006	25 INCH DIAMETER FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-075	ALLIANCE FUEL FILTER/WATER SEPARATOR	15		N/C
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
20E-004	AUXILLIARY FUEL SUPPLY AND RETURN PORTS LOCATED ON LH FUEL TANK			N/C
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
221-009	FUEL COOLER MOUNTED RIGHT HAND IN RAIL			

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Data Code	Description	Weight Front	Weight Rear	Retail Price
MOUNT FUEL COOLER 120" FROM TANDEM CENTER LINE TO FRONT FACE OF COOLER				
Tires				
093-0TB	MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL FRONT TIRES	196		
094-0DJ	MICHELIN XDE M/S 11R22.5 16 PLY RADIAL REAR TIRES		88	
Hubs				
418-056	CONMET PRESET PLUS IRON FRONT HUBS			STD
450-056	CONMET PRESET PLUS IRON REAR HUBS			STD
Wheels				
502-1H5	ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	-8		
505-1EF	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-200	
524-001	POLISHED FRONT WHEELS; OUTSIDE ONLY			
525-001	POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY			
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD
Cab Exterior				
829-1A8	110 INCH BBC STEEL CONVENTIONAL CAB			STD
82A-023	WESTERN STAR PAINTED ALUMINUM CAB SKIRT			STD
650-044	AIR CAB MOUNTS WITH CHECK VALVE			STD
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
667-001	FRONT FENDERS			STD
754-001	2 INCH FENDER EXTENSIONS	5		
678-034	LH AND RH EXTERIOR GRAB HANDLES WITH RUBBER INSERTS AND RH INTERIOR GRAB HANDLE MOUNTED TO A POST			
646-008	STATIONARY BRIGHT FINISH GRILLE			
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE			
640-008	GALVANEALD STEEL SEVERE SERVICE CAB			
644-004	FIBERGLASS HOOD			
690-002	TUNNEL/FIREWALL LINER			
727-096	DUAL ROUND AIR HORNS, SINGLE BASE, MOUNTED UNDER CAB			
726-001	SINGLE ELECTRIC HORN			

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Data Code	Description	Weight Front	Weight Rear	Retail Price
657-1CU	ALL UNITS KEYED THE SAME WITH (3) KEYS, KEY CODE TO BE D540			
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			
312-072	SINGLE RECTANGULAR SEALED BEAM HEADLIGHTS WITH BRIGHT BEZELS			
302-022	LED MARKER LAMPS			
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			
300-015	STANDARD FRONT TURN SIGNAL LAMPS			
744-008	DUAL STAINLESS STEEL HEATED MIRRORS			
797-001	DOOR MOUNTED MIRRORS			
796-001	102 INCH EQUIPMENT WIDTH			
743-1AC	LH AND RH 8 INCH STAINLESS STEEL CONVEX MIRRORS MOUNTED BELOW PRIMARY MIRRORS			
74A-001	RH DOWN VIEW MIRROR			
729-001	STANDARD SIDE/REAR REFLECTORS			
764-002	STAINLESS STEEL EXTERIOR SUN VISOR	28		
768-046	17.5X35 INCH TINTED REAR WINDOW			
661-006	TINTED DOOR GLASS			STD
654-003	MANUAL DOOR WINDOW REGULATORS			STD
663-002	2-PIECE TINTED CURVED GASKET MOUNTED WINDSHIELD			STD
659-025	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, MOUNTED UNDER CAB, WITH REMOTE FILL			STD
Cab Interior				
707-1D0	GRAY VINYL BASE INTERIOR			STD
70K-005	BLACK HARD TRIM			STD
706-049	BASE LEFT HAND DOOR TRIM			STD
708-049	BASE RIGHT HAND DOOR TRIM			STD
772-006	BLACK MATS WITH SINGLE INSULATION			STD
785-007	DASH MOUNTED ASH TRAY AND LIGHTER, DRIVER SIDE			STD
691-001	FORWARD ROOF MOUNTED CONSOLE			STD
694-009	PASSENGER SIDE WING DASH MOUNTED GLOVE BOX WITH LOCKING DOOR			STD
693-025	LH AND RH DOOR MAP POCKETS			STD
741-029	COAT HOOK ON RH BACKWALL OF CAB			STD
680-034	TWO-TONE CHARCOAL UPPER/COOL GRAY LOWER SOFT TOUCH WING DASH WITH BLACK DRIVER SIDE COSMETIC UNDER DASH COVER			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
320-004	STANDARD WIRING			
720-003	5 LB. FIRE EXTINGUISHER	10		
700-023	HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT TEMPERATURE CONTROL AND COSMETIC COVER			
701-010	HVAC DUCTING WITH FOAM MAIN FRESH AIR FILTER AND OUTSIDE PRE-FILTER			
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-015	STANDARD HEATER PLUMBING			STD
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR			STD
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER			STD
702-002	BINARY CONTROL, R-134A			STD
739-001	CAB INSULATION			STD
285-019	AUTOMATIC SELF-RESET CIRCUIT BREAKER IN MAIN DASH POWER DISTRIBUTION BOX AND CIRCUIT BREAKER/FUSE IN AUXILIARY POWER DISTRIBUTION BOXES			
324-075	DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT AND LH AND RH DOOR MOUNTED COURTESY LIGHTS			
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			
284-023	(1) 12 VOLT POWER SUPPLY IN DASH			
722-028	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10		
756-1DD	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 1 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION AND REAR CUSHION TILT			
760-1DD	BASIC HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH 1 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION AND REAR CUSHION TILT	25	10	
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8		
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER			
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER			
763-003	3 POINT DRIVER AND PASSENGER SEAT BELT RETRACTORS			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
746-1A9	AM/FM RADIO WITH FRONT AND REAR AUXILIARY INPUTS AND J1939	10		
747-002	ROOF/OVERHEAD CONSOLE MOUNTED RADIO			N/C
750-004	(4) RADIO SPEAKERS IN CAB			N/C
748-026	POWER AND GROUND WIRING FOR CB RADIO IN OVERHEAD CONSOLE			STD
752-017	MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM			STD
810-042	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITH ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
813-998	NO VEHICLE PERFORMANCE MONITOR			
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
836-001	2 INCH VOLTMETER			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-015	CAB/TRAILER MARKER LIGHT SWITCH WITH SEPARATE HEADLIGHT SWITCH			STD
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			STD
299-032	VSM NON CANCELING TURN SIGNAL SWITCH WITH INTEGRAL HEADLAMP DIMMER WITHOUT BRAKE OVERRIDE			STD
298-036	PACIFIC INSIGHT ELECTRONIC FLASHER			STD
Design				
065-000	PAINT: ONE SOLID COLOR			
Color				
980-6JE	CAB COLOR A: C9339EB SILVER MET ELITE BC			N/C
96J-001	CAB INTERIOR PAINTED SAME AS CAB COLOR			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
Certification / Compliance				
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
Secondary Factory Options				
998-001	CORPORATE PDI CENTER IN-SERVICE ONLY			N/C
82D-998	NO PDI INSTALLED GRILLE/HOOD TRIM			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
999-014	DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE			N/C

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight [†]	9610 lbs	7576 lbs	17186 lbs
Total Weight [†]	9610 lbs	7576 lbs	17186 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

PMU-016 2016 OBD/2010 EPA/CARB/GHG14 ESCALATOR
 RAL-17D MODEL YEAR 2017 WST 4700 ESCALATOR - \$750
 P73-2WS STANDARD DESTINATION CHARGE

Extended Warranty

WAG-011 TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING
 COVERAGE \$550 CAP FEX APPLIES

Currency Exchange Rate
 Total Extended Warranty (Local Currency)

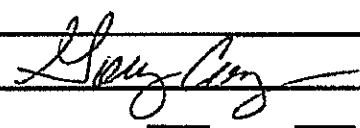


4.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Amy Wharton DEPT. BFR
SUBJECT: 2017 MASTER LEASE PURCHASE FINANCE AGREEMENT
REQUEST: Approval of the 2017 Master Lease Purchase Financing Agreement
With TD Equipment Finance, 40 Calhoun St., Charleston, SC, in the
amount of \$6,025,853.00 Solicitation Number 17-B001C
COMMITTEE OF COUNCIL: Ways & Means DATE: March 14, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
BFR	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 062017 Account #:

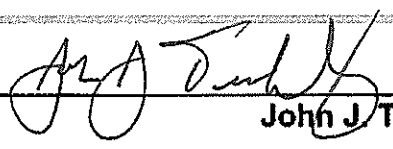
Balance in Account N/A Amount needed for this item N/A

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED:

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

SCORE SHEET

Procurement of: 2017 Lease Purchase
(Solicitation #: 17-B001C)

FIRM:	3 Year APR Rate	4 Year APR Rate	Total Interest Expense
Bank of America	1.5626	1.6583	
US Banc Corp	1.619	1.768	
Bank Funding LLC	1.83	1.9	
Capital One	1.98	2.08	
Suntrust Equipment Finance & Leasing	1.82	1.94 (5yr)	
TD Equipment Finance	1.36	1.49	
Carlyle Capital Market, Inc	No Bid		

Buyer: Long Corp

Witness: Chenette Singleton



Ratification
Number _____

AN ORDINANCE

AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF LEASE/PURCHASE AND SECURITY AGREEMENTS WITH TD EQUIPMENT FINANCE, INC. IN ORDER TO PROVIDE FOR THE ACQUISITION OF CERTAIN POLICE, FIRE, PUBLIC SERVICE, FLEET, STORMWATER AND IT EQUIPMENT AND VEHICLES; TO PROVIDE THE TERMS AND CONDITIONS OF SUCH LEASE/PURCHASE AND SECURITY AGREEMENTS; TO PROVIDE FOR THE GRANTING OF A SECURITY INTEREST TO SECURE ALL OBLIGATIONS OF LESSEE UNDER THE LEASE/PURCHASE AND SECURITY AGREEMENTS; TO AUTHORIZE THE EXECUTION AND DELIVERY OF ALL DOCUMENTS NECESSARY OR APPROPRIATE TO THE CONSUMMATION OF SUCH LEASE/PURCHASE AND SECURITY AGREEMENTS; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Charleston, South Carolina, a public body corporate and politic and a political subdivision organized and existing under the laws of the State of South Carolina (the "City"), proposes to finance the acquisition of certain police, fire, public service, fleet, stormwater and IT equipment and vehicles (the "Equipment") in the principal amount not to exceed \$6,025,853; and

WHEREAS, Title 5 of the Code of Laws of South Carolina 1976, as amended, grants to cities the power to lease personal property; and

WHEREAS, the acquisition of the Equipment serves a valid corporate and public purpose of the City and is appropriate and necessary to the functions and operation of the City; and

WHEREAS, a true and very real need exists for the acquisition of the Equipment; and

WHEREAS, all necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of the Equipment have been taken; and

WHEREAS, the City received written proposals from certain parties for the acquisition of the Equipment and the financing of the Equipment pursuant to a lease arrangement; and

WHEREAS, after canvassing the bids, the City Council of City of Charleston (the "Council"), the governing body of the City, has determined, and hereby determines, that it is in the City's best interest to accept the proposal of TD Equipment Finance, Inc. (the "Lessor") on the terms and conditions described herein and in the Lessor's bid and, specifically, to accept the Lessor's offer to finance the acquisition of a portion of the Equipment for a term of three years with interest payable, subject to the terms of the Lessor's bid, at the fixed rate of 1.36% per annum and a portion of the Equipment for a term of four years with interest payable, subject to the terms of the Lessor's bid, at the fixed rate of 1.49% per annum; and

WHEREAS, the City may pay certain capital expenditures in connection with the Equipment prior to its receipt of proceeds of the financing ("Lease Purchase Proceeds") for such expenditures and such expenditures are not expected to exceed the principal amount of the borrowing; and

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the City hereby declares its official intent to be reimbursed for any capital expenditures for Equipment from the Lease Purchase Proceeds; and

WHEREAS, the City intends to lease the Equipment from the Lessor pursuant to the terms of the Lease/Purchase and Security Agreements (the "Lease") between the Lessor and the City; and

WHEREAS, under the terms of the Lease, the City shall convey a security interest in the Equipment acquired under the Lease to the Lessor.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL in meeting duly assembled:

1. It is hereby declared that the recitals set forth in the preambles to this Ordinance are in all respects true and correct.

2. The Council hereby authorizes, ratifies, confirms and approves all actions heretofore taken in canvassing the bids with respect to this transaction.

3. The proposal of the Lessor communicated on or about February 8, 2017, the terms and conditions of which are described herein and in the documents authorized hereby, with such changes as have been agreed to, is hereby approved and accepted, and Council specifically accepts the Lessor's offer to finance the acquisition of a portion of the Equipment for a term of three years with interest payable, subject to the terms of the Lessor's bid, at the rate of 1.36% per annum and a portion of the Equipment for a term of four years at the rate of 1.49% per annum.

4. The lease of the Equipment by the City from the Lessor pursuant to the terms, including the principal amount and the interest rate, as follows is hereby approved. The Lease shall be in the principal amount not to exceed \$6,025,853.

5. The Mayor of the City, the Chief Financial Officer of the City, the Clerk of City Council and all other appropriate officials of the City (the "Authorized Officials") are hereby severally authorized and directed to execute and deliver the Lease on behalf of the City in such form as the Authorized Official approves, with the advice of counsel, such execution by the Authorized Official being conclusive evidence of its approval; and the Clerk of City Council is hereby authorized and directed to affix the corporate seal of the City to the Lease and to attest the same.

6. The conveyance by the City to the Lessor or its assigns of a security interest in the Equipment acquired pursuant to the Lease is hereby approved.

7. The terms of the Lease are in the best interests of the City for the acquisition of the Equipment and the consummation of all transactions contemplated by the Lease is hereby approved.

8. The Authorized Officials of the City are hereby severally authorized to execute, deliver, witness and receive any other agreements and documents as may be required by the City or the Lessor in order to carry out, give effect to, and consummate the transactions contemplated by the

Lease, including the conveyance by the City to the Lessor or its assigns of a security interest in the Equipment.

9. The City's obligations under the Lease shall be subject to annual appropriation or renewal by the City as set forth in the Lease and the City's obligations under the Lease shall not constitute general obligations of the City or indebtedness under the Constitution or laws of the State of South Carolina.

10. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

11. This Ordinance shall become effective immediately upon third reading by the Council.

12. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

13. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

John J. Tecklenburg, Mayor, City of Charleston

ATTEST:

Vanessa Turner Maybank, Clerk of City Council

1st reading: March 14, 2017

2nd and 3rd reading: March 28, 2017

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) CERTIFICATE OF CLERK TO CITY COUNCIL

I, the undersigned Clerk to City Council of the City of Charleston, South Carolina, do hereby certify:

That the foregoing Ordinance to which this certificate is annexed, constitutes a true, correct and verbatim copy of Ordinance No. 2017-____ of the City Council of City of Charleston, South Carolina, which was given first reading on March 14, 2017, and second and third reading and adopted at a meeting of the City Council of City of Charleston, South Carolina, on March 28, 2017, the original of which is entered in the permanent records of Minutes of Meetings of said City Council and the ordinances adopted by said City Council in my custody as Clerk to City Council.

That the meetings at which actions were taken on the foregoing ordinance were duly called, that a majority of the members of the City Council were present at such meetings and remained throughout the proceedings incident to the adoption of said ordinance; and that said ordinance has not been amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of March, 2017.

Clerk to City Council, City of Charleston

Date: March 3, 2017

City of Charleston, SC
Attn: Gary Cooper
116 Meeting Street
Charleston, SC 29401

Dear Mr. Cooper:

Enclosed please find the following documents with regard to your lease transaction with TD Equipment Finance, Inc.:

Lease Purchase Agreement – Lease #
Exhibit(s)
Tax Form 8038-G – please complete and sign
Insurance
G-1 Arbitrage and Tax Certificate (Complete G-1-4 Section V)
Opinion of Lessee's Counsel
Appropriation Certificate
Please provide copy of Wells Fargo escrow agreement for TDEF Review
South Carolina Application – Notice of Lien – Please sign under applicant for our internal purposes only
Amendment Letter – Motor Vehicle
Remit copy of Board Meeting Minutes approving lease transaction with TDEF

The original signed documents should be returned within 5-days of receipt to the address below.

Documents can be returned to:

TD Equipment Finance, Inc.
Attn: Kathleen St. Leger, AIM: NJ5-017-151
1006 Astoria Boulevard
Cherry Hill, NJ 08034

If you have any questions, please call me at 856-433-2391 or email at Kathleen.St.Leger@td.com.
Thank you for choosing TD Equipment Finance, Inc. for your equipment financing needs.

Sincerely,

Kathleen St. Leger
Sales Support Specialist
Enclosures

TD EQUIPMENT FINANCE, INC.
1006 Astoria Boulevard
Cherry Hill, New Jersey 08034

LEASE PURCHASE AGREEMENT

LESSEE: City of Charleston, South Carolina

AGREEMENT #:

DATED: April ____ , 2017

This Lease Purchase Agreement (this "Lease Agreement"), dated April ____ , 2017 is a binding contract between TD Equipment Finance, Inc., its successors and assigns ("Lessor") and City of Charleston, South Carolina (the "Lessee," when referring to the governing body, and the "City of Charleston," when referring to the territorial boundaries and the legal entity governed by the Lessee).

1. Agreement: In executing this Lease Agreement, Lessee agrees to rent the equipment described in Exhibit A (as the same may have been released from time to time pursuant to the second sentence of Section 4 hereof, the "Equipment"). Exhibit B sets forth the terms of this Lease Agreement, including the commencement date (the "Dated Date"), which is the date when the term begins and Lessee's obligation to pay rent accrues. Rental payments as set forth in Exhibit B (the "Rental Payments") consist of both principal and interest components, must be paid to Lessor as instructed, and must be paid exclusively from legally available funds budgeted and appropriated by the Lessee for such purpose. The obligation of the Lessee to make Rental Payments does not constitute a pledge of the Lessee's general tax revenues. Exhibit B sets forth the amortization of the Equipment. A portion of each Rental Payment represents interest and the balance of each Rental Payment represents principal, as shown on Exhibit B. To maintain the interest rate set forth in Exhibit B attached hereto, Lessee must comply with the tax covenants as set forth in Section 7 below and file informational federal tax Form 8038-G in a timely manner. If not, each Rental Payment will be increased to the Taxable Rate (as defined herein) to compensate for the loss of the tax exemption status which was assumed in the initial interest rate. The Form 8038-G is an informational return only and will not require Lessee to pay a tax. Lessee agrees to accept the Equipment when delivered, installed and operating to manufacturer's specifications and to execute the Acceptance Certificate, attached hereto as Exhibit E (the "Acceptance Certificate") supplied by Lessor as evidence thereof. Lessee agrees to hold Lessor harmless from damages, if for any reason, the Equipment Vendor (as defined herein) fails to deliver, or delays in the delivery of, the Equipment so ordered or if the Equipment is unsatisfactory for any reason whatsoever. Lessee agrees that any delay in the delivery of the Equipment shall not affect the validity of this Lease Agreement or the obligation to make Rental Payments hereunder. Lessee's execution of the Acceptance Certificate shall conclusively establish that the Equipment covered thereby is acceptable to Lessee for all purposes of this Lease Agreement. If Lessee fails or refuses to sign the Acceptance Certificate within a reasonable time, not to exceed five (5) business days, after the Equipment has been delivered, installed and is operating to manufacturer's specifications, Lessor shall have the option of treating this Lease Agreement as cancelled by Lessee and Lessee shall automatically assume all of Lessor's rights and obligations as purchaser of the Equipment.

2. The Obligation to Make Payments: Rental Payments shall be due and payable as set forth in Exhibit B hereto. The obligation of Lessee to pay Rental Payments hereunder is a current expense of Lessee and not a debt. This obligation shall not be or constitute a general obligation or indebtedness of Lessee or be a "debt" for debt limitation purposes within the meaning of the laws of the State of South Carolina (the "State") but shall be a special, limited obligation of Lessee payable from the Lessee's general account including, among other sources, legally available funds annually budgeted and appropriated for such purpose during the then current fiscal period ("Appropriation Period") provided herein. All payments made by or on behalf of Lessee hereunder shall be nonrefundable. Except in the Event of Nonappropriation (hereinafter defined) as set forth in this paragraph, Lessee's obligation to pay such Rental Payments shall be absolute and unconditional and is not subject to any abatement, set-off,

defense or counter-claim for any reason whatsoever. Lessee hereby represents and warrants that it has funds available to pay the Rental Payments set forth on Exhibit B through the end of the current fiscal year ("First Appropriation Period"). Notwithstanding the foregoing, the obligation of Lessee to make payments hereunder is subject to the annual appropriation by Lessee in each successive Appropriation Period of funds sufficient to make the required Rental Payments hereunder for such Appropriation Period. Hence, after the First Appropriation Period, if Lessee has not appropriated sufficient funds to pay Lessor the Rental Payments and other payments ("Other Payments") due hereunder, including, but not limited to, payments under Section 7 hereof upon an Event of Taxability (as defined in such Section 7), due for the then current Appropriation Period an Event of Nonappropriation (an "Event of Nonappropriation") shall be deemed to have occurred. Lessee shall promptly deliver notice thereof to Lessor and shall endeavor to give such notice as soon as a decision of non-appropriation is made. Such notice shall state that the termination of this Lease Agreement was caused by the failure of the Lessee to appropriate moneys to make Rental Payments and Other Payments due hereunder and that Lessee shall promptly, upon the effective date of such termination, return the Equipment at the expense of the Lessee, and as instructed by Lessor, as hereinafter provided. If an Event of Nonappropriation has occurred, this Lease Agreement shall terminate, in whole, but not in part, as to all Equipment, effective upon the last day of the fiscal year for which funds were appropriated. Upon termination of this Lease Agreement as provided in this Section, Lessee shall not be responsible for the payment of any additional Rental Payments and Other Payments coming due in succeeding fiscal years. Lessee shall then, at Lessee's expense, promptly return the Equipment to Lessor to such location as shall be specified by Lessor. Lessor may then sell or re-lease the Equipment with or without advertisement, at public or private sale or leasing, without notice to Lessee, free of any of Lessee's interest, without any duty to account to Lessee for Lessor's actions or inaction or for any sale or re-lease proceeds. Any net proceeds of any sale or re-lease of the Equipment upon the occurrence of an Event of Non-Appropriation or as may otherwise be provided under this Lease Agreement shall be applied in the following order of priority: first, to pay all of Lessor's costs, charges and expenses incurred in taking, holding, repairing, selling, leasing or otherwise disposing of the Equipment; then second, to the extent not previously paid by the Lessee, to pay Lessor all Rental Payments due under this Lease Agreement through the termination date; then third, to pay the purchase option amount applicable as of the date of the then current Appropriation Period, as shown in the balance column on the debt service table set forth in Exhibit B; then fourth, to pay any remainder to Lessee.

The Lessee reasonably believes that funds can be obtained sufficient to make all Rental Payments during the lease term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Rental Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is the Lessee's intent to make Rental Payments for the full lease term if funds are legally available therefor and in that regard the Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation.

THE LESSOR AND THE LESSEE AGREE THAT NOTHING CONTAINED IN THIS LEASE AGREEMENT IS INTENDED TO CREATE, OR DOES CREATE, INDEBTEDNESS OF THE LESSEE WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL OR STATUTORY LIMITATION OR RESTRICTION. NO PROVISION OF THIS LEASE AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE LESSEE'S FAITH AND CREDIT WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS LEASE AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS AN IMPROPER DELEGATION OF GOVERNMENTAL POWERS OR AS A DONATION OR A LENDING OF THE LESSEE'S CREDIT WITHIN THE MEANING OF THE STATE CONSTITUTION. NO PROVISION OF THIS LEASE AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE LESSEE'S MONEYS, NOR SHALL ANY PROVISION OF THIS LEASE AGREEMENT RESTRICT THE FUTURE ISSUANCE OF ANY OF THE LESSEE'S BONDS OR OBLIGATIONS PAYABLE FROM ANY CLASS OR SOURCE OF THE LESSEE'S MONEYS (EXCEPT TO THE EXTENT THIS LEASE AGREEMENT RESTRICTS THE INCURRENCE OF ADDITIONAL OBLIGATIONS SECURED BY THE EQUIPMENT).

3. The Equipment: Lessee agrees and acknowledges that (i) Lessee has selected the Equipment to be acquired by Lessor and rented to Lessee, (ii) the Equipment is, and during the period of this Lease Agreement shall remain, personal property to the Lessee, (iii) the Equipment will have a useful life in Lessee's hands that is substantially in excess of the initial term of this Lease Agreement, and (iv) Lessee does not intend, without the Lessor's prior written consent, to sell, or otherwise dispose of, the Equipment during the term of this Lease Agreement. Lessee may contact the seller of the Equipment directly, as Lessor's agent, to effect the acquisition of the Equipment. When Lessee accepts the Equipment, Lessee must deliver to Lessor an Acceptance Certificate. Dollars \$ shall be deposited in a fund held pursuant to an escrow agreement to be entered into among Lessor, Lessee, and TD Bank, N.A., as escrow agent ("Escrow Fund"). The Lessee shall submit an invoice for the Equipment to Lessor and upon Lessor's approval of such invoice, Lessor shall cause the acquisition of the Equipment to be funded directly to the Equipment Vendor (as defined herein) out of moneys in the Escrow Fund. Alternatively, the Lessee shall submit to the Lessor an invoice for the Equipment and a check evidencing payment to the Equipment Vendor by the Lessee for such Equipment and upon Lessor's approval of such invoice and such evidence of payment, Lessor shall cause the Lessee to be reimbursed for the acquisition of the Equipment out of moneys in the Escrow Fund. However, upon acquisition of the Equipment, Lessee must execute and deliver to Lessor, an Acceptance Certificate, according to the provisions set forth in Section 1. Lessee may assert claims and rights that Lessor may have against any manufacturer of the Equipment as well as the agents or dealers of the manufacturer of any portion of the Equipment (the "Equipment Vendor").

4. Title to the Equipment: During the term of this Lease Agreement, legal title to all Equipment and any and all repairs, replacements, substitutions and modifications thereto for federal income tax and accounting purposes, for purposes of Section 7 hereof, and for all other purposes shall be in the name of Lessee. By paying the final rental payment due hereunder, provided Lessee is not in default hereunder, Lessee shall be deemed to have exercised Lessee's option to maintain ownership of the Equipment after the term of this Lease Agreement, and upon such payment, Lessor shall be obligated to take any actions necessary to evidence the termination of any obligations of Lessee to Lessor hereunder. Following an Event of Default or an Event of Nonappropriation or upon other termination of this Lease Agreement for any reason other than Lessee's rights under Section 5, title to the Equipment will immediately vest in Lessor and Lessee will surrender possession of the Equipment to Lessor. Lessee will promptly execute, or otherwise authenticate, and deliver to Lessor such further documents, instruments, assurances and other records, and take such further action as Lessor from time to time may reasonably request in order to carry out the intent and purpose of this Lease Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor under such documents.

5. Refinance/Option to Purchase: Provided Lessee is not in default hereunder, Lessee, at its sole discretion, may prepay the obligation in whole or in part at any time without penalty, upon written notice prior to the proposed day of prepayment.. Lessee shall be entitled and shall have exercised its option to retain title to the Equipment: (a) upon payment in full of all Rental Payments in accordance with Exhibit B hereof and all other amounts due hereunder.

When Lessee exercises its rights hereunder to retain title to the Equipment and Lessor shall have received all amounts due under this Lease Agreement, then this Lease Agreement shall terminate, and Lessee shall be deemed to have accepted such Equipment AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to further obligations of Lessee created by or arising through this Lease Agreement.

6. Responsibilities for Repair and Maintenance: Lessee agrees to maintain the Equipment in good condition and make all necessary repairs and replacements at Lessee's expense. Lessee agrees to maintain a maintenance log for the Equipment and permit Lessor to inspect the Equipment and the maintenance log(s). Lessee must have the Equipment serviced and repaired at Lessee's expense when

servicing or repair is required within intervals not exceeding 125% of those recommended in the Equipment's owner's manual(s).

7. Tax Covenants: Lessee will not make or direct any use of the proceeds of the obligation provided herein or any other funds which will cause such obligation to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended and the treasury regulations promulgated thereunder (the "Code"), to be "federally guaranteed" within the meaning of Section 149 of the Code or to be a "private activity bond" within the meaning of Section 141(a) of the Code. To that end, so long as any Rental Payments are unpaid, Lessee, with respect to such proceeds and such other funds, will comply with all requirements of such Code sections and all regulations of the United States Department of the Treasury issued thereunder to the extent that such requirements are, at the time, applicable and in effect. Furthermore, to the extent applicable pursuant to Section 148(f) of the Code, Lessee covenants to complete or cause to be completed all reporting requirements and rebate all positive arbitrage to the United States of America. Lessee covenants that the Equipment will be used only for the purpose of performing one or more of Lessee's governmental or proprietary functions, and that the Equipment will not be used in a trade or business of any person or entity other than Lessee on a basis different from the general public. Lessee will not use or permit the use of the Equipment by any person for a "private business use" within the meaning of Section 141(b) of the Code in such matter or to such extent as would result in the inclusion of interest received hereunder in gross income for federal income tax purposes under Section 103 of the Code.

Lessee agrees to perform all acts and things legally required or desirable in order to assure that the interest component of the Rental Payments will not be includable in the gross income of Lessor or its assigns for federal income tax purposes.

If the interest component of the Rental Payments becomes includible in the gross income for federal income tax purposes of the recipient of such Rental Payments due to action, or failure to take action, on the part of Lessee (an "Event of Taxability"), the interest rate on the lease payments shall increase to the prime rate as published on the first day of the month in the Wall Street Journal plus two percent (2%) (the "Taxable Rate") from the date of the occurrence of the Event of Taxability. To the extent permitted by South Carolina law, and to the extent appropriation is made therefor in the applicable Appropriation Period, Lessee agrees to pay Lessor for all interest, penalties, fines, additions to taxes, levied or assessed on this Lease Agreement or Lessor as a result of the Event of Taxability.

8. Risk of Loss : Lessee agrees to bear all risk of loss, damage, destruction or theft of the Equipment and costs and expenses related to any injury, claims, fees, fines, penalties and expenses of every kind that relate to the use, operation, ownership, condition or maintenance of the Equipment. Lessee must maintain insurance of the types and in the amounts not less than that set forth on Exhibit C, directing Lessee's insurance company to give Lessor a certificate showing Lessor as lender loss payee. If Lessee does not maintain the required insurance, Lessor may obtain it and charge Lessee for it. Upon demand therefor from Lessor, Lessee agrees to immediately reimburse Lessor for all such costs and expenses of Lessor for obtaining said insurance. Lessee must give Lessor prompt notice of (1) the loss, theft or destruction of any part of the Equipment, (2) any damage to the Equipment exceeding \$500, or (3) any claim arising out of the ownership, maintenance, storage or use of the Equipment. The parties will cooperate in deciding if insurance proceeds will be applied to the repair of the Equipment or to its purchase price. If Lessor receives insurance proceeds exceeding the amount of the purchase price shown on Exhibit B, plus the interest due thereon, or the amount required to complete agreed upon repairs to the Equipment, Lessor agrees to forward the excess proceeds to Lessee.

9. Indemnification. Neither party hereto agrees to provide any indemnification under this Lease Agreement, and each party will be responsible for their own fees and expenses, except as expressly set forth to the contrary herein.

10. No Warranty: LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE. THIS SECTION IN NO EVENT IS INTENDED

TO AFFECT THE WARRANTIES OR REPRESENTATIONS CONTAINED IN ANY CONTRACT ENTERED INTO FOR THE ACQUISITION OF THE EQUIPMENT.

11. Termination: This Lease Agreement will terminate: (1) upon payment of all amounts due hereunder by Lessee to Lessor for the term of this Lease Agreement, (2) if there shall occur an Event of Nonappropriation, at the time set forth in Section 2, provided that Lessee has returned the Equipment and paid all amounts including interest thereon due and unpaid deriving from the Appropriation Period then in effect for which the Lessee has appropriated adequate funds, (3) upon Lessee's purchase or refinance of the Equipment under Section 5 and Lessee's payment of all amounts due including interest due hereunder, (4) at Lessor's option if Lessee defaults as described in Section 12, or (5) if all or any portion of the Equipment has been lost, stolen or damaged beyond repair, upon Lessor's receipt of insurance proceeds covering the purchase price of the lost, stolen or damaged Equipment and the remittance of any excess proceeds as indicated in Section 8 above. When this Lease Agreement terminates, if Lessee has not paid to Lessor all amounts due hereunder, Lessee must, at Lessee's expense, return the Equipment to Lessor at the address specified by Lessor, in as good condition as when Lessee received it, ordinary wear excepted. Lessee must remove all signs and markings and make all repairs (other than for ordinary wear) requested by Lessor. If Lessee does not, Lessor may do so and charge Lessee for it. Lessor may sell or re-lease the Equipment with or without advertisement, at public or private sale or leasing, without notice to Lessee, free of any of Lessee's interest, without any duty to account to Lessee for Lessor's actions or inaction or for any sale or re-lease proceeds. Any net proceeds of any sale or re-lease of the Equipment upon the occurrence of an Event of Non-Appropriation or as may otherwise be provided under this Lease Agreement shall be applied as provided in the last sentence of the first paragraph of Section 2 above.

12. Default: The following constitute "Events of Default" under this Lease Agreement: (a) failure by Lessee, other than due to an Event of Non-Appropriation, to pay any Rental Payment or other payment required to be paid hereunder, including any late charges, within three days of when such amounts are due; or (b) failure by Lessee to maintain insurance on the Equipment in accordance with Section 8; or (c) failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of fifteen (15) days after written notice is given to Lessee by Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice is capable of being cured but cannot be corrected within such fifteen (15) day period, Lessor will not unreasonably withhold its consent to an extension of such time for so long as Lessor shall deem reasonable if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or (d) initiation by Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning its indebtedness; or (e) the determination by Lessor that any representation or warranty made by Lessee in this Lease Agreement was untrue in any material respect upon the execution hereof; or (f) (i) Lessee's long term credit or bond rating is lowered by either Moody's Investors Service or Standard & Poor's Rating Services (each a "Rating Agency") greater than two levels (including numeric or other modifiers) from its rating as of the date of this Agreement, respectively, or (ii) Lessee's credit or bond rating is withdrawn by any Rating Agency. If any such Event of Default occurs, Lessor, by written notice to Lessee, may declare this Lease Agreement in default and demand that Lessee pay all unpaid Rental Payments payable by Lessee pursuant to this Lease Agreement and other amounts payable by Lessee due hereunder to the end of the then current Appropriation Period. The Equipment must then be returned to Lessor (as directed and at the address specified by Lessor) at Lessee's expense, and the Equipment and all Lessee's rights therein shall be deemed surrendered to Lessor. Upon declaration of an Event of Default, Lessor may repossess the Equipment with or without process of law, and for the purposes may enter upon any of Lessee's premises or other's premises, wherever the Equipment may be found, without liability therefor. Lessor may recover from Lessee any unpaid amounts due or to become due for the remainder of the then current Appropriation Period, together with all expenses, including attorney's fees and legal expenses (to the extent permitted by law) incurred by Lessor to enforce its rights hereunder. The repossession and sale of the equipment shall be Lessor's sole and exclusive remedy against Lessee or the equipment for any breach hereof but for (1) any loss suffered by Lessor by reason of Lessee having negligently failed to maintain the equipment in good condition and make all necessary repairs and replacements at Lessee's expense as provided herein and (2) Lessor's right to seek collection of rent for the then current

Appropriation Period. Lessor may sell or release the Equipment with or without advertisement, at public or private sale or leasing, without notice to Lessee, free of any of Lessee's interest, without any duty to account to Lessee for Lessor's actions or inaction or for any sale or re-lease proceeds. Any net proceeds of any sale or re-lease of the Equipment upon the occurrence of an Event of Non-Appropriation or as may otherwise be provided under this Lease Agreement shall be applied as provided in the last sentence of the first paragraph of Section 2 above. If Lessor is unable to repossess any Equipment after a default, the Equipment shall be deemed to have suffered a total loss compensable under Section 8. Subject to the next sentence, Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Lease Agreement. Any deficiency judgment requiring the payment of money entered against the Lessee in favor of the Lessor or any other person under this Lease Agreement shall be subject to appropriation of such monies by the governing body of Lessee.

13. Liens: This Equipment must be kept free of all liens and encumbrances at all times.

14. Limitation on Assignment: The Lessee may not assign or sublease this Lease Agreement or any interest in it or the Equipment without Lessor's prior written consent and a written opinion of nationally recognized bond counsel to the effect that any such assignment or sublease of this Lease Agreement or any interest in it or the Equipment will not adversely effect the exclusion of the interest component of the Rental Payments from gross income for federal income tax purposes. In no event may Lessee assign or sublet this Lease Agreement or any interest in it or the Equipment to a non-governmental entity. Lessor may assign or sell its interest under this Lease Agreement, in whole or in part, without Lessee's consent, but the assignment will not be effective until Lessee has received notice disclosing the name and address of assignee and information sufficient to enable Lessee to meet the requirements of Section 149(a) of the Code. Lessee shall be provided with written notice of Lessor's assignment; provided, however, Lessee shall continue to submit Rental Payments to Lessor until it receives such notice. During the term of this Lease Agreement, Lessee shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Code.

15. Late Charges: If Lessee does not pay Rental Payments due under this Lease Agreement on their due date, Lessee owes a late fee or 15% per annum or the highest rate allowable under law, whichever is more, running from 30 days after the due date until the Rental Payment is made; provided that, in no case shall amounts be charged hereunder if such amounts are treated as interest and the rate of such interest exceeds the maximum amount allowable by law.

16. Exhibits: Exhibits A through I attached hereto are part of this Lease Agreement, incorporated herein by reference, and must be executed by Lessee, where applicable.

17. Other Terms: This Lease Agreement constitutes the entire agreement between the parties as to the subject matter it covers and may not be changed except by a written agreement signed by Lessee and Lessor. If any part of this Lease Agreement is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect the other or remaining provisions hereof. This Lease Agreement and all rights and actions arising under it shall be governed by the laws of the State of South Carolina. No waiver, consent, modification or change of terms of this Lease Agreement shall bind either party unless received in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. This Lease Agreement may be executed in several counterparts. All notices must be addressed to the parties at their addresses shown on Exhibit B, or at another address specified by either party in writing and shall be deemed given when delivered or mailed by registered mail, postage prepaid. To the extent applicable, Lessee hereby waives any and all rights and remedies granted Lessee by Sections 36-2A-508 through 36-28-522, Code of Laws of South Carolina, 1976, including, by way of example only and not as a limitation, the right to repudiate this Lease Agreement and reject the Equipment; the right to cancel this Lease Agreement; the right to revoke acceptance of the Equipment; the right to grant a security interest in the Equipment in Lessee's possession and control for any reason; the right to recover damages thereunder for any breach of warranty or for any other reason deduct all or any part of the claimed damages resulting from Lessor's default, if any, under this Lease Agreement; the right to accept partial delivery of the Equipment; the right to recover any general, special, incidental or consequential damages,

for any reason whatsoever; and the right to specific performance, replevin, detinue, sequestration, claim and delivery and the like for the Equipment. The waivers contained herein shall not constitute a waiver by Lessee of any of its rights or remedies against the Equipment Vendor and/or manufacturer of the Equipment. The Lessor acknowledges that under the present laws of the State of South Carolina, governmental transfer of a security interest are exempt from the South Carolina Uniform Commercial Code.

18. Lessee Representations and Warranties: Lessee hereby represents, warrants and covenants to Lessor the following with respect to this Lease Agreement: (a) Lessee is a political subdivision duly organized and validly existing under the laws of the State of South Carolina, with adequate power and capacity to enter into this Lease Agreement and each exhibit has been duly authorized by all necessary action on the part of the Lessee, all documents related to the purchase of the Equipment and any other documents required to be delivered in connection with this Lease Agreement or the Equipment (hereinafter "Documents"); (b) the Documents have been duly authorized, executed and delivered by Lessee and, assuming the Documents have been authorized, executed and delivered by the Lessor, constitute valid, legal and binding agreements, enforceable in accordance with their respective terms, except to the extent that the enforcement of remedies therein provided may be limited under applicable bankruptcy and insolvency laws; (c) no approval, consent or withholding of objections is required from any federal, state or local governmental authority or instrumentality with respect to the entry into or performance by Lessee of the Documents, except such as have already been obtained; (d) the entry into and performance by Lessee of its obligations under the Documents will not (i) violate any judgment, order, law or regulation applicable to Lessee or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any item of the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than this Lease Agreement or any purchase money security interest retained by any supplier) to which Lessee is a party; (e) Lessee agrees that it (i) will do or cause to be done all things necessary to preserve and keep this Lease Agreement in full force and effect, (ii) has complied with all bidding requirements where necessary and by due notification presented this Lease Agreement and Exhibits for approval and adoption as a valid obligation on its part, and (iii) has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year; (f) there are no suits or proceedings pending or threatened in court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee, which will have a material adverse effect on the ability of Lessee to fulfill its obligations under this Lease Agreement; and (g) Lessee has complied with all statutes, laws, regulations and procedures in entering into this Lease Agreement and the matters contemplated hereby.

19. Lessor Representations and Warranties: Lessor represents, covenants and warrants as following:

- a) Lessor is a corporation duly organized, existing and in good standing under the laws of the State of Maine and is authorized to do business in the State of South Carolina; has full and complete power to enter into this Lease Agreement, to enter into and to carry out the transactions contemplated by it hereby and thereby and to carry out its obligations under this Lease Agreement, is possessed of full power to own and to hold real and personal property and to lease the same, and has duly authorized the execution and the delivery of this Lease Agreement, and all other agreements, certificates and documents contemplated hereby and thereby.
- b) Neither the execution and the delivery of this Lease Agreement, nor the fulfillment of or the compliance with the terms and the conditions thereof, nor the consummation of the transactions contemplated hereby and thereby conflicts with or results in a breach of the terms, the conditions or the provisions of any restriction, any agreement or any instrument to which Lessor is now a party or by which Lessor or its property is bound, constitutes a default under any of the foregoing that results in the creation or the imposition of any lien, charge or encumbrance whatsoever upon any of the property or the assets of Lessor or upon the Equipment.

- c) This Lease Agreement has been duly authorized, executed and delivered by Lessor and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms, except to the extent that the enforcement of remedies therein provided may be limited under applicable bankruptcy and insolvency laws.

20. Financing: In consideration for and upon the execution of this Lease Agreement, Lessor hereby agrees to pay to the Lessee the amount of \$ which will be deposited in a separate project account which will be maintained by the Lessee (subject to the provisions of Section 3 hereof) for the purchase of the Equipment and related costs.

21. Financial Reporting. At the request of Lessor, (a) annual audited financial statements shall be provided to the Lessor with 270 days following the end of each fiscal year, , beginning with such financial statements to be provided to the Lessor on or before September 30, 2017 for the Lessee's fiscal year ending December 31, 2016; and (b) a copy of the Lessee's final and approved budget for each fiscal year will be provided to Lessor within 30 days following the date on which such budget is approved.

22. Conditions of Closing: Prior to payment to Lessee as stated in Section 20, Lessor shall receive the following:

- a) this Lease Agreement executed by Lessee and Lessor;
- b) an executed Exhibit B to this Lease Agreement;
- c) an executed Insurance Coverage Requirements Certificate, a form of which is attached hereto as Exhibit C;
- d) a duly adopted Supplement to Lease Purchase Agreement as set forth in Exhibit D hereof;
- e) a form of Acceptance Certificate, a form of which is attached hereto as Exhibit E;
- f) a duly adopted resolution or ordinance of Lessee, in form and substance acceptable to Lessor and including those matters set forth in Exhibit F hereof;
- g) an executed Certificate of Lessee, a form of which is attached hereto as Exhibit G;
- h) an opinion of counsel to Lessee, substantially in the form of the opinion set forth in Exhibit H;
- i) an executed Certificate of Appropriation, a form of which is attached hereto as Exhibit I;
- j) an executed Certificate of Incumbency of Lessee;
- k) for any Equipment that are motor vehicles, properly completed certificates of title for such vehicles;
- l) an opinion of Haynsworth Sinkler & Boyd, P.A. as special counsel to the Lessee , covering certain matters as to the Lessee, Lease Agreement, and escrow agreement as the Lessor may reasonably request;
- m) an executed Federal Tax Certificate;
- n) an executed Form 8038-G;
- o) an executed escrow agreement, if required under the provisions of Section 3 hereof; and
- p) any and all opinions, certificates, instruments, financing statements or other documents as Lessor may request to evidence compliance with the agreements to be performed and all conditions to be satisfied under this Lease Agreement.

[Remainder of page intentionally left blank - Signature pages follow]

IN WITNESS WHEREOF, the undersigned parties have executed this Lease Purchase Agreement as of the date first set forth above.

LESSOR: TD EQUIPMENT FINANCE, INC.

By: _____
Name: _____
Title: _____

LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

[Signature page to Lease Purchase Agreement]

EXHIBIT A
LEASE # _____
EQUIPMENT LIST

<u>Department</u>	<u>Vehicles & Equipment</u>	<u>Cost</u>
Police	(25) Ford Interceptor Pursuit - Marked	\$606,000
	(17) Ford Fusions - Unmarked	\$343,600
	(2) Ford Utility Interceptors - K9	\$58,000
	(4) Ford Interceptors Utility	\$110,000
	(1) 15-Passenger Ford Transit Van	\$34,500
	(2) HD Motorcycles Pursuit	\$42,500
	(5) Chevy Caprice Pursuit	\$143,000
	(1) Nissan Frontier - Undercover	\$22,500
	(1) Ford Escape	\$22,500
	Tax/ Fees - 58 vehicles	\$17,400
Total		\$1,400,000

- All proceeds will be funding into the Escrow Fund and detailed collateral descriptions will be required to be included with every escrow requisition prior to each vendor payment disbursement

EXHIBIT B

TERMS

1. The Equipment which is the subject of the Lease Purchase Agreement is more fully described in Exhibit "A" to the Lease Purchase Agreement.
2. Fixed Interest Rate: % calculated on a 30-day/360 year basis
3. Principal Amount: \$
4. Dated Date: April __, 2017
5. Debt Service:

Date	Payment	Interest	Principal	Balance
------	---------	----------	-----------	---------

Grand Totals

6. **The Equipment will be located at:** Various locations throughout the City, with the specific location (or if moveable equipment) principal garaged location for each item of Equipment being set forth on the Acceptance Certificate for each such item of Equipment.
7. **Address of Lessee, for notification purposes, is:** 116 Meeting Street, Charleston, SC 29401
8. **Address of TD for notification purposes, is:**

TD Equipment Finance, Inc.
1006 Astoria Boulevard
Cherry Hill, New Jersey 08034

Acknowledged and Accepted:

LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS CERTIFICATE

1. In accordance with Section 8 of the Lease Purchase Agreement, we have instructed the insurance agent named below (please fill in name, address, contact person, telephone and facsimile numbers).

South Carolina Budget and Control Board, Insurance Reserve Fund, P. O. Box 11066, Columbia,
SC 29201

to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment (as defined in the Lease Agreement) evidenced by a certificate of Insurance and Long Form Lender Loss Payable Clause naming Lessor "and/or its assigns" as Lender Loss Payee.
- b. Public Coverage Required:
\$600,000 aggregate liability per occurrence

OR

2. Proof of insurance coverage as provided in Section 1 or 2 of this Exhibit C will be provided to TD Equipment Finance, Inc. at the time that the Equipment or Unit thereof is accepted by us.

Certified this day of April, 2017

LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

EXHIBIT D

SUPPLEMENT TO LEASE PURCHASE AGREEMENT

Lease Purchase Agreement #:

Attached to and forming a part of a Lease Purchase Agreement dated April __, 2017 (the "Lease Agreement") by and between the **City of Charleston, South Carolina** (the "Lessee") and **TD Equipment Finance, Inc.** (the "Lessor"):

Notwithstanding any language in the Lease Agreement to the contrary, it is agreed that title to the vehicle(s) will be in the name of the Lessee.

Please note, within sixty (60) days from the date on which each unit of Equipment consisting of titled vehicles is delivered and accepted (as evidenced by the date of each executed Acceptance Certificate), such vehicles must be titled listing **TD Equipment Finance, Inc.** as 1st Lienholder.

Failure to comply will be an event of default under the Lease Agreement between the parties. Please send us a copy of the title application and Lienholder paperwork as soon as it is available.

All other terms and conditions of the Lease Agreement remain unchanged and in full force and effect and are hereby ratified.

LESSEE:
CITY OF CHARLESTON, SOUTH CAROLINA

LESSOR:
TD EQUIPMENT FINANCE, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

*****PLEASE NOTE*****

IF THE NOTICES OF LIEN/TITLES ARE NOT RECEIVED WITHIN THE ALLOTTED 60 DAY TIMEFRAME AND THE EXPIRATION OF ALL APPLICABLE GRACE AND CURE PERIODS, TD EQUIPMENT FINANCE, INC. WILL RECORD THE LIEN ON YOUR BEHALF AT YOUR COST AND EXPENSE AND ASSESS A REASONABLE ADMINISTRATIVE FEE FOR PERFORMING SUCH SERVICE ON YOUR BEHALF.

EXHIBIT E

FORM OF ACCEPTANCE CERTIFICATE

The undersigned, CITY OF CHARLESTON, SOUTH CAROLINA, as Lessee, under the Lease Purchase Agreement (the "Lease Agreement") numbered Lease #, with TD EQUIPMENT FINANCE, INC., Lessor, acknowledges receipt in good condition of _____ and related equipment described in Exhibit "A" attached to the Lease Agreement, a copy of which is attached hereto.

<u>Payee</u>	<u>Amount</u>	<u>Invoice No.</u>	<u>Equipment</u>
--------------	---------------	--------------------	------------------

(Please see attached)

The undersigned officer of Lessee hereby reaffirms in all respects the provisions relating to arbitration contained in the Lease Agreement, and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the date on which they were made, and are reasonable as of this date, and that there were, and are as of this date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

Certified this day of , 20

LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

EXHIBIT F

MATTERS TO BE INCLUDED IN RESOLUTION/ORDINANCE OF GOVERNING BODY

Name: City of Charleston, SC

Date: _____

At a duly called meeting of the governing body of Lessee (as defined in the Lease Purchase Agreement) held on _____ the following resolution/ordinance was introduced and adopted.

WHEREAS the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease Purchase Agreement presented at this meeting, and

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Lease Purchase Agreement are in the best interests of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to witness (or attest), respectively, the Lease Purchase Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease Purchase Agreement.

By: _____

Title

By: _____

Title

The undersigned further certifies that the above ordinance has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease Purchase Agreement is the same as presented at said meeting of the governing body of Lessee.

Clerk

Date

[SEE RESOLUTION/ORDINANCE]

EXHIBIT G

CERTIFICATE OF LESSEE

The undersigned, CITY OF CHARLESTON, SOUTH CAROLINA, duly authorized representative of the named Lessee under that certain Lease Purchase Agreement dated April____, 2017 with TD EQUIPMENT FINANCE, INC., as Lessor (the "Lease Agreement") hereby certifies as follows and in accordance with the requirements of the Lease Agreement. Capitalized terms used herein have the same meaning as in the Lease Agreement:

A. INCUMBENCY OF OFFICERS AND SIGNATURES:

I hold the position noted under my signature, and I have all the authority necessary to execute and deliver this Certificate. The following officers of Lessee are duly elected or appointed, and their signatures are true and correct, and where required, have been filed with the appropriate officials of the State:

Signature

Name:

Title:

Signature

Name:

Title:

B. ESSENTIAL USE:

1. The Equipment will be used by the Lessee for the specific purpose of: providing new vehicles to various Lessee departments.

2. The Equipment is essential for the functioning of Lessee and is immediately needed by Lessee. Such need is neither temporary nor expected to diminish during the term of the Lease Agreement. The Equipment is expected to be used by Lessee for a period in excess of the term of the Lease Agreement.

3. Funds are expected to come from the General Fund of Lessee.

4. The investments designated in Section 3.02 of [the Escrow Agreement] dated _____ (the "Escrow Agreement") among the Lessor, the Lessee, and TD Bank, N.A., as escrow agent, in the Escrow Fund (as such term is defined in [the Escrow Agreement]) are legal and permitted investments for the Lessee under South Carolina law.

This certificate is based upon facts, circumstances, estimates and expectations of Lessee as of the date on which the Lease Agreement was executed, and to the best of my knowledge and belief, as of this date, such facts, circumstances and estimates are true and correct and such expectations are reasonable.

IN WITNESS WHEREOF, I have executed and delivered this certificate as of the _____ day of April, 2017.

By: _____

Name: _____

Title: _____

ATTEST TO THE INCUMBENCY OF
OFFICERS AND SIGNATURES IN
SECTION A OF THIS CERTIFICATE
OF LESSEE:

By: _____
Name: _____
Title: _____

[Signature Page – Exhibit G to Lease Purchase Agreement – Certificate of Lessee]

EXHIBIT H

FORM OF OPINION OF LESSEE'S COUNSEL

1. CITY OF CHARLESTON ("Lessee") is a political subdivision duly organized and validly existing under the Constitution and laws of the State of South Carolina, with full power and authority to enter into the Lease Purchase Agreement dated April __, 2017, between the Lessee and TD Equipment Finance, Inc. ("Lessor") (the "Lease Agreement"), [the Escrow Agreement dated (the "Escrow Agreement")] by and among the Lessor, the Lessee, and TD Bank, N.A. (the "Escrow Agent")] and all documents related to the purchase of the Equipment and any other documents required to be delivered in connection with the Lease Agreement, [the Escrow Agreement] or the Equipment (hereinafter the "Documents").

2. The execution, delivery and performance by Lessee of the Lease Agreement and each Exhibit have been authorized by all necessary action on the part of the Lessee.

3. The Documents, including without limitation, the Lease Agreement [and the Escrow Agreement] have been duly authorized and executed and constitute legal, valid and binding obligations of Lessee, enforceable in accordance with the respective terms thereof, except as enforcement may be affected by any applicable bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws or legal or equitable principles relating to the enforcement of creditors rights; and provided further, we do not express any opinion as to the legality, validity, or binding effect upon the Lessee of any provision of the Documents which requires the Lessee to indemnify the Lessor or any other party in any way.

4. The transactions contemplated by and under the Lease Agreement [and the Escrow Agreement] are in compliance with all local, state and federal law.

5.

6. No approval, consent or withholding of objections is required from any federal, state or local governmental authority or instrumentality with respect to the entry into or performance by Lessee of its obligations under the Documents, except such as have already been obtained.

7. The Equipment is personal property and, when subject to use by the Lessee, will not be or become fixtures under the laws of the State of South Carolina.

8.

9. All required public bidding procedures, if any, regarding the award of the Lease Agreement have been followed by the Lessee.

10.

11. To our knowledge, the entry into and performance by Lessee of its obligations under the Documents will not (i) violate any judgment, order, law or regulation applicable to Lessee or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any item of the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than the Lease Agreement or any purchase money security interest retained by any supplier) to which Lessee is a party.

12. To our knowledge, there are no suits or proceedings pending or threatened in court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee, which will have a material adverse affect on the ability of Lessee to fulfill its obligations under the Lease Agreement [or the Escrow Agreement].

This opinion is rendered to and may be relied upon solely by the addressees hereof and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to my attention, or any changes in law that may hereafter occur.

These opinions have been rendered to the best of my knowledge, information and belief. I understand these opinions will be relied upon by Lessee's special counsel [and Lessor's attorney, type Name] , in its evaluation of issues with respect to the Lease Agreement, [the Escrow Agreement] and federal income tax laws of the United States of America.

EXHIBIT I

CERTIFICATE OF APPROPRIATION

I, _____, of the CITY OF CHARLESTON, South Carolina (the "Lessee"), hereby certify that all lease payments due by the Lessee under that certain Lease Purchase Agreement dated _____ between the Lessee and TD Equipment Finance, Inc., as lessor, for the fiscal year ending Month Day Year are within the Lessee's budget for the fiscal year ending Month Day Year.

IN WITNESS WHEREOF, I have set my hand this _____ day of April, 2017.

LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

AUTO-DEBIT AUTHORIZATION

This document should be filled out completely.

Lease Purchase Agreement #

This letter serves as authorization for TD Equipment Finance, Inc. to debit my Payment Amounts, fees, and any open items for the above referenced lease. This process will start with the first payment.

Checking Account Number _____

Bank (if other than TD Bank, N.A.) _____

ABA Number _____

PLEASE PROVIDE A COPY OF A VOIDED CHECK

LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA

By: _____

Name: _____

Title: _____

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into as of April , 2017 by and among TD Bank, N.A., a national banking association organized and existing under the laws of the United States of America (the "Escrow Agent"), TD Equipment Finance, Inc., a Maine Corporation, as lessor ("Lessor") and City of Charleston, South Carolina, an entity existing under the laws of the State of South Carolina, as lessee ("Lessee").

In the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE 1: RECITALS.

Section 1.01. Lessor and Lessee have entered into a Lease Purchase Agreement, dated April , 2017, and Rider No. 1 to Lease Agreement, together with all riders thereto, dated as of April , 2017 (together, the "Lease"), duplicate originals of which have been furnished to the Escrow Agent, whereby Lessee shall lease from Lessor certain personal property described in Exhibit A to the Lease (the "Equipment") in the manner and on the terms set forth in the Lease. This Escrow Agreement is not intended to alter or change the rights and obligations of Lessor, and Lessee under the Lease, but is entirely supplemental thereto.

Section 1.02. The terms capitalized in this Escrow Agreement but not defined herein shall have the meanings given to them in the Lease.

Section 1.03. Under the Lease, within 10 days after the execution of the Lease and this Escrow Agreement and the delivery to Lessor by Lessee of all documents required to be delivered upon execution of the Lease, Lessor is required to deposit or cause to be deposited with the Escrow Agent the sum of \$4,625,853.00, which is required to be credited to the Purchase Fund established in Article 2 hereof and used to pay the Contract Price of the items of Equipment, and, to the extent not needed for this purpose, to pay or prepay unpaid Lease Payments due or coming due under the Lease together with any other Lease obligations due under the Lease; all as hereinafter provided.

Section 1.04. Under the Lease, Lessee will cause each item of Equipment to be ordered from the Vendor therefor. The Contract Price to be paid to the Vendors supplying the Equipment shall be paid solely from the amount deposited with the Escrow Agent as described in Section 1.03 hereof, in accordance with this Escrow Agreement.

Section 1.05. Lessor and Lessee agree to employ the Escrow Agent to receive, hold and disburse the moneys to be deposited with the Escrow Agent by Lessor as described in Section 1.03, all as hereinafter provided; however, the Escrow Agent shall not be obligated to assume or perform any obligation of Lessee or Lessor or any Vendor with respect thereto or under the Lease by reason of anything contained in this Escrow Agreement.

Section 1.06. Each of the parties has authority to enter into this Escrow Agreement, and has taken all actions necessary to authorize the execution hereof by the officers whose signatures are affixed hereto.

ARTICLE 2: PURCHASE FUND.

Section 2.01. The Escrow Agent shall establish a special escrow fund designated as the City of Charleston Lease #40135617 ("Purchase Fund"), shall keep such Purchase Fund separate and apart from all other funds and moneys held by it and shall administer such Purchase Fund as provided in this Escrow Agreement.

Section 2.02. All moneys deposited with the Escrow Agent by Lessor pursuant to Section 1.03 of the Escrow Agreement shall be credited to the Purchase Fund. The Escrow Agent shall use the moneys in the Purchase Fund to pay the Contract Price of each item of Equipment subject to the Lease, upon

receipt with respect thereto of a Payment Request Form attached hereto as Exhibit A, executed by Lessor and Lessee, fully completed and with all supporting documents described therein attached thereto. Upon receipt of a Payment Request Form with respect to any item of Equipment, an amount equal to the Contract Price as shown therein shall be paid directly to the person or entity entitled to payment as specified therein.

Section 2.03. Lessee shall furnish to Escrow Agent and Lessor as soon as available, a copy of the purchase orders for all Equipment subject to the Lease which Lessee has or will order pursuant to the Lease showing the Contract Price and the estimated delivery date. On April 1, 2020 (as such date may be amended from time to time pursuant to Section 7.08 hereof, the "Escrow Date") the Escrow Agent shall pay to Lessor an amount equal to the entire remaining balance on deposit in the Purchase Fund including interest earnings contained therein, if any, less the amount equal to the Contract Price of all items of Equipment for which Escrow Agent has received a fully and properly completed Payment Request Form and which has not been paid. The amount paid to Lessor, pursuant to this Section, shall be applied to any prepayment premium determined pursuant to the terms of the Lease, the Lease Payments and any other amounts due under the Lease, all as determined by Lessor. Upon payment as described in the preceding sentence, Lessor shall prepare a revised amortization schedule (which shall be effective without the consent of Lessee) reflecting such payment.

Section 2.04. Upon receipt of written notice from Lessor that an Event of Default has occurred and is continuing, the Escrow Agent shall transfer all other moneys held in the Purchase Fund to Lessor.

Section 2.05. The Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the Purchase Fund, and the disbursement thereof in accordance with this Article, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Purchase Fund to make the payments herein required.

ARTICLE 3: MONEYS IN PURCHASE FUND; INVESTMENT.

Section 3.01. The moneys and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and the Escrow Agent intend that the Purchase Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Purchase Fund, and such security interest is granted by Lessee to Lessor pursuant to the Lease and hereby, to secure payment of all sums due to Lessor under the Lease. For such purpose, the Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Purchase Fund, Lessor's interest therein.

Section 3.02. Moneys in the Purchase Fund shall be held invested in the TDAM Institutional U.S. Government Fund Institutional Service Class or any other fund the Escrow Agent customary utilizes in their normal course of business as directed in writing by the Lessee.

ARTICLE 4: ESCROW AGENT'S AUTHORITY; INDEMNIFICATION.

Section 4.01. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so.

The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

Section 4.02. Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee and Lessor jointly and severally hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim. The Escrow Agent shall be vested with a lien on all property deposited hereunder for indemnification, for reasonable attorneys' fees, court costs, for any suit, interpleader or otherwise, or any other expenses, fees or charges of any character or nature, which may be incurred by the Escrow Agent by reason of disputes arising among Lessee and Lessor as to the correct interpretation of the Lease or this Escrow Agreement and instructions given to the Escrow Agent hereunder, or otherwise, with the right of the Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said additional expenses, fees and charges shall be fully paid.

Section 4.03. If Lessee or Lessor shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be indemnified by the Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

Section 4.04. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or misconduct.

ARTICLE 5: ESCROW AGENT'S COMPENSATION.

Lessee hereby agrees to pay the Escrow Agent \$1,500 as annual compensation for the services to be rendered hereunder, and will pay and/or reimburse the Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorneys' fees, incurred or made by it in connection with carrying out its duties hereunder. The Escrow Agent's fee shall be payable upon execution of this Escrow Agreement.

ARTICLE 6: CHANGE OF ESCROW AGENT.

Section 6.01. A national banking association located in the United States or a state bank or trust company organized under the laws of a state of the United States, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Escrow Agreement upon agreement of the parties hereto. Such substitution shall not be deemed to affect the rights or obligations of the parties. Upon any such substitution, the Escrow Agent agrees to assign to such substitute Escrow Agent its rights under this Escrow Agreement.

Section 6.02. The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 30 days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor.

Section 6.03. The Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Escrow Agreement, and to hold title to property or take any other action which may be desirable or necessary.

ARTICLE 7: ADMINISTRATIVE PROVISIONS.

Section 7.01. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of any of them, at any time during regular business hours. The Escrow Agent shall provide such records to the Lessor and Lessee upon request and shall maintain a copy of such records for six years after the final disbursement from the Purchase Fund.

Section 7.02. All written notices to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth in the Lease and to the Escrow Agent at 1006 Astoria Blvd., Cherry Hill, New Jersey 08034, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered form, with postage fully prepaid.

Section 7.03. This Escrow Agreement, together with Exhibits and Attachments hereto, constitutes the entire agreement of the parties relative to the Purchase Fund. This Escrow Agreement shall be construed and governed in accordance with the laws of the State.

Section 7.04. Any provisions of this Escrow Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Escrow Agreement or the Lease.

Section 7.05. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 7.06. This Escrow Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 7.07. This Escrow Agreement shall terminate upon disbursement by the Escrow Agent of all moneys held by it hereunder.

Section 7.08. The terms of this Escrow Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first written above.

TD EQUIPMENT FINANCE, INC., Lessor

TD BANK, N.A., Escrow Agent

By: _____
Title: _____

Address: 1006 Astoria Blvd.
Cherry Hill, NJ 08034

Telephone: (856) 685-5244
Fax: (856) 533-1022

By: _____
Title: _____

Address: 1006 Astoria Boulevard
Cherry Hill, NJ 08034

Telephone: _____
Fax: _____

Lessee: CITY OF CHARLESTON, SOUTH
CAROLINA

By: _____
Title: _____

Address: _____

Telephone: _____
Fax: _____

EXHIBIT A TO ESCROW AGREEMENT
LEASE # 40135617 ESCROW # TBD

Payment Request Form No. _____

TD Bank, N.A., Escrow Agent under an Escrow Agreement dated as of April, 2017, by and among the said Escrow Agent, TD Equipment Finance, Inc. ("Lessor"), and City of Charleston, South Carolina, as lessee ("Lessee") is hereby requested to pay, from the Purchase Fund held under said Escrow Agreement, to the persons, firms or corporations designated below as payee, the amount set forth opposite each such name, in payment of the contract price of the Equipment designated opposite such payee's name and account and described on the attached page(s). The Equipment comprises a portion of the Equipment described in Exhibit A (the "Schedule") to the Lease described in the Escrow Agreement.

<u>Payee Name</u>	<u>Amount</u>	<u>Invoice No.</u>	<u>Equipment</u>
-------------------	---------------	--------------------	------------------

Remit to Address (Required)

\$ _____ REQUISITION # _____ TOTAL

The undersigned hereby certifies that attached hereto is a duplicate original or certified copy of the following documents relating to the order, delivery and acceptance of the Equipment described in this Payment Request Form: (1) a Vendor's payment requisition and (2) Lessee's acceptance certificate relating to the Equipment in the form prescribed by the Lease described in the Escrow Agreement; provided that if the payment is a progress payment no separate acceptance certificate shall be required, and if the payment is for less than all of the Equipment on the Equipment Schedule and is not the final payment with respect to Equipment covered by the Equipment Schedule, Lessee shall only be required to furnish an acceptance certificate in the form attached hereto as Exhibit 1.

Dated _____, _____

Received and Approved:

Lessee:
CITY OF CHARLESTON, SOUTH CAROLINA

Lessor
TD EQUIPMENT FINANCE, INC.

By: _____
Name:

By: _____
Name:

Title:

Title: _____

*****All above information must be completed and is required when submitting your requisition(s) for payment(s). This is for accuracy and compliance reasons.*****

RIDER NO. 1 TO LEASE AGREEMENT

The terms and conditions of this Rider No. 1 are hereby incorporated into the Lease Agreement ("Lease Agreement"), dated April __, 2017 by and between TD Equipment Finance, Inc. ("Lessor") and the CITY OF CHARLESTON, SOUTH CAROLINA ("Lessee"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

1. In order to assure the availability of moneys to pay the cost of the Equipment and facilitate the acquisition of the Equipment pursuant to the Lease Agreement, Lessor and Lessee have agreed that the amount needed for this purpose will be deposited by Lessor in an account at TD Bank, N.A. to be held in escrow and Lessor and Lessee will enter into an escrow agreement substantially in the form attached hereto (the "Escrow Agreement").

2. In consideration of the execution of the Lease Agreement and Escrow Agreement, Lessor and Lessee agree that within ten (10) days after the execution of the Lease Agreement and Escrow Agreement and the delivery to Lessor by Lessee of all documents required to be delivered upon execution of the Lease Agreement, Lessor shall deposit or cause to be deposited with Escrow Agent for credit to the Purchase Fund the sum of \$4,625,853.00 (the "Escrow Deposit"), which shall be held, invested and disbursed in accordance with the Escrow Agreement. The Escrow Deposit shall be repaid to Lessor as part of the Rental Payments due under the Lease Agreement. The Escrow Deposit by the Lessor constitutes the Lease Proceeds made available by Lessor to Lessee under paragraph 3 of the Lease Agreement. Payment of the cost of the Equipment will be made from disbursements from the Purchase Fund pursuant to the provisions of the Escrow Agreement. Lessee further agrees that funds held under the Escrow Agreement secure the payment of all Lease Payments and other obligations of Lessee under the Lease, and, notwithstanding any other provisions of the Lease, Lessee hereby pledges, grants and assigns to the Lessor security interest in the Escrow Account and all funds held therein. In addition to the remedies set forth in paragraph 12 of the Lease Agreement, if an Event of Default shall have occurred and be continuing, and Lessor shall have declared the unpaid Lease Payments immediately due and payable as provided in paragraph 12 of the Lease Agreement, Lessor shall have to the right to direct the Escrow Agent to pay over to Lessor the full amount of funds then on deposit in the Escrow Account, to be applied to Lessee's obligations to Lessor under the Lease.

3. It is expressly agreed by the parties that this Rider is supplemental to the Lease Agreement which is by reference made a part hereof and all the terms and conditions and provisions thereof unless specifically modified herein, are to apply to this Rider and are made a part of this Rider as though they were expressly rewritten.

4. In the event of any conflict, inconsistency or incongruity between the provisions of this Rider and any of the provisions of the Lease Agreement, the provisions of this Rider shall in all respects govern and control.

IN WITNESS WHEREOF, the undersigned parties have executed this Rider as of the ____ day of ____, 20__.

Lessee
CITY OF CHARLESTON, SOUTH CAROLINA

Lessor
TD EQUIPMENT FINANCE, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: ____

Title: _____

DISCLOSURE AND AUTHORIZATION FOR INVESTMENT

TDAM INSTITUTIONAL U.S. GOVERNMENT FUND
INSTITUTIONAL SERVICE CLASS

Client: CITY OF CHARLESTON, SOUTH CAROLINA

Issue: 40135617

DISCLOSURE

TDAM Institutional U.S. Government Fund Institutional Service Class (the "Fund") is an open-end management investment company registered under the Investment Company Act of 1940. The Fund is not endorsed or guaranteed by, and does not constitute obligations of TD Bank, National Association or its affiliates and is not considered insured deposits by the FDIC. The Fund is distributed by SEI Investments Distribution Co and advised by TDAM USA Inc. (the "Advisor"), New York, New York. The Advisor reimburses TD Bank, National Association for its administrative services rendered to the Fund at a maximum annual rate of 0.30 of 1% of TD Bank's aggregate average daily net assets in the Fund. We hereby acknowledge receipt of the prospectus for the Fund.

AUTHORIZATION

With respect to the above referenced Issue of the Client, TD Bank, National Association is hereby authorized and directed to invest trust account cash balances pending investment or distribution in TDAM Institutional U.S. Government Fund Institutional Service Class.

CLIENT
CITY OF CHARLESTON, SOUTH CAROLINA

By: _____ Date: _____
Name: _____
Title: _____

COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor
FROM: Amy Wharton DEPT. BFRC
SUBJECT: WORKERS COMPENSATION EXCESS INSURANCE
REQUEST: APPROVAL OF RENEWAL WITH SAFETY NATIONAL

COMMITTEE OF COUNCIL: Ways & Means DATE: March 14, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)


	Yes	N/A	Signature of Individual Contacted	Attachment
Corporation Counsel	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

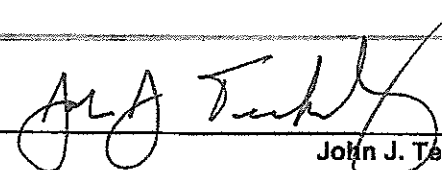
If yes, provide the following: Dept./Div BFRC/Safety Account #: 181000 51250

Balance in Account Amount needed for this item \$311,960

NEED: Identify any critical time constraint(s).

CFO's Signature:  for Amy Wharton
FISCAL IMPACT:

The 2017 policy renewal rate is flat but the premium is increasing by 7% due to the increased payroll. This policy runs April 1, 2017 to April 1, 2018. CM Riegel, the HR Committee Chair, has been briefed on the recommendation and approved adding this item to the Ways and Means agenda.

Mayor's Signature:  John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



Presented to City of Charleston

Proposal Date: March 2, 2017

Risk. Reinsurance. Human Resources.

AON
Empower Results®

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This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed proposed policy(ies) and is not intended to reflect all the terms and conditions or exclusions of such proposed policy(ies). Moreover, this information contained in this document reflects proposed coverage as of the effective date(s) of the proposed policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy(ies). The insurance afforded by the listed proposed policy(ies) is subject to all the terms, exclusions and conditions of such policy(ies).

The services and placements outlined in this proposal will be provided in accordance with the terms of the notices and policies set forth in our Compensation Agreement or Engagement Letter.

Executive Summary

Thank you for allowing us the opportunity to place your upcoming Excess Workers Compensation renewal on April 1st

As you recall last year we had discussions with the marketplace and the carriers were not willing to offer renewal terms at the current retention and/or improve on pricing. This year we sent your risk out to Safety National for a renewal quote as well as Midwest Employers.

Safety National has released renewal terms at a flat rate over expiring which is inline with what we are currently seeing in the marketplace at this time. Midwest Employers has not offered a renewal quote nor declination at this point and will advise you once they do.

Insured's Acknowledgement and Instruction to Bind

We hereby acknowledge receipt and review of the information presented in the Renewal Proposal ("Proposal") dated March 2, 2017 for Excess Workers Compensation and provided in the attached Quote Disclosure Report (QDR) dated March 2, 2017. We hereby instruct Aon Risk Services to bind the insurance program(s) selected by us and understand that our instruction to bind constitutes an acceptance of the terms and conditions and payments described in this Renewal Proposal.

March 2, 2017

On Behalf of City of Charleston

Thank You

Carrier	Limits/Retention	Premium	Bind
Safety National	Stat xs \$1M w/\$3M Agg	\$311,960	

Line of Coverage

Quote Comparison: Excess Workers Compensation

Carrier	Safety National Casualty Co		
AM Best Rating	A+ XIV		
Option	Expiring	Renewal Quote	% Change From Expiring
Policy Term	04/01/16-17	04/01/17-18	
States Covered	SC	SC	
Workers Compensation Limit	Statutory	Statutory	
Employers Liability Limit	\$1,000,000	\$1,000,000	
Self-Insured Retention (*See note below)	\$1,000,000	\$1,000,000	0%
Aggregate Limit	\$3,000,000	\$3,000,000	0%
Loss Limit	\$1,000,000	\$1,000,000	0%
Aggregate Retention %	N/A	N/A	
Estimated Aggregate Retention \$	\$7,504,909	\$8,065,302	7%
Minimum Aggregate Retention	\$7,279,762	\$7,823,343	7%
Estimated Annual Payroll/Manhours	\$70,801,029	\$76,087,753	7%
Estimated Annual Manual Premium	\$2,451,729	\$2,705,771	10%
Experience Modification	N/A	N/A	
Other Modification	N/A	N/A	
Policy Period Years	1	-	
Estimated Normal Policy Premium	\$2,451,729	\$2,705,771	10%
Rate % of Normal Premium	N/A	N/A	
Rate Per \$100 Payroll	0.4100	0.4100	0%
Additional Flat Charge	N/A	N/A	
Estimated Policy Period Premium	\$290,284	\$311,960	7%
Policy Period Minimum Premium	\$275,770	\$266,362	7%
Annual Deposit Premium	\$290,284	\$311,960	7%
Commission	0%	0%	
TRIA (Included in premium above)	\$1,451	\$1,560	

* Some states require approval prior to increasing the Self-Insured Retention. The insured is responsible for obtaining any required approval from those states. Increases in your Self-Insured Retention may impact the amount of security required by the State.

Details of Payment Terms

Your insurance premium can be paid as invoiced and premium is due upon receipt.

Listening to Your Feedback

Aon Service Team

Operational

Kent Tuten
Account Executive
P 864-241-1513
E kent.tuten@aon.com

William Ovenden
Account Specialist
P 864-241-1528
E william.ovenden@aon.com

Brokerage

Crystal Walker
P 817-339-2042
E crystal.walker@aon.com

Appendix

QDR



QDR.xls

About Aon

Aon plc (NYSE:AON) is the leading global provider of risk management, insurance and reinsurance brokerage, and human resources solutions and outsourcing services. Through its more than 66,000 colleagues worldwide, Aon unites to empower results for clients in over 120 countries via innovative and effective risk and people solutions and through industry-leading global resources and technical expertise. Aon has been named repeatedly as the world's best broker, best insurance intermediary, reinsurance intermediary, captives manager and best employee benefits consulting firm by multiple industry sources. Visit www.aon.com for more information on Aon and www.aon.com/manchesterunited to learn about Aon's global partnership and shirt sponsorship with Manchester United.

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The information contained herein and the statements expressed are of a general nature and are not intended to address the circumstances of any particular individual or entity. Although we endeavor to provide accurate and timely information and use sources we consider reliable, there can be no guarantee that such information is accurate as of the date it is received or that it will continue to be accurate in the future. No one should act on such information without appropriate professional advice after a thorough examination of the particular situation.

www.aon.com



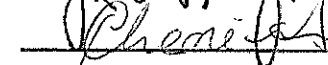
COMMITTEE / COUNCIL AGENDA

6.)

TO: John J. Tecklenburg, Mayor
FROM: Chief Karen Brack DEPT. Fire
SUBJECT: CITY OF CHARLESTON FIRE DEPARTMENT - SLED 2017 STATE HOMELAND SECURITY PROGRAM
REQUEST: To apply for a SLED grant in the amount of \$96,000.00 for the
Low Country Regional Collapse Search & Rescue Team-Charleston
Funds will be used to purchase new and replacement equipment.

COMMITTEE OF COUNCIL: W&M DATE: March 6, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
City of Chs. Fire Dept.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 For KB	<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

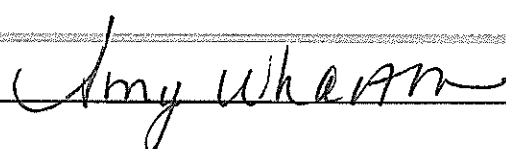
FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

Balance in Account Amount needed for this item

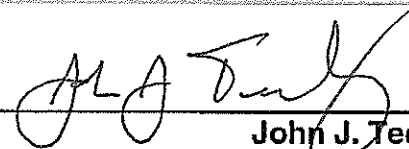
Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

No City match required.

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



City of Charleston

JOHN J. TECKLENBURG
MAYOR

South Carolina

KAREN E. BRACK
FIRE CHIEF

Charleston Fire Department

To: Mayor John J. Tecklenburg
City Council
From: Chief Karen E. Brack *KB JTB For*
Date: February 28, 2017

Subject: FY17 State Homeland Security Grant Program (SHSP) grant application

The purpose of the FY17 SHSP grant program is used to support state and local efforts to prevent, respond, and recover from terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States.

The Charleston Fire Department (CFD) was advised on February 20th that the FY17 SHSP grant was opened for project submittals. The CFD as part of the Low Country Regional Collapse Search and Rescue Team is seeking funding for our Regional US&R team.

This is a request to apply for and accept grant funding items as submitted and approved by the State Approving Agency (SAA) in the amount of \$96,000 for intrinsically safe head lamps, rescue helmets, repairs to western shelter, cots and bedding accessories and various items to update, upgrade and replace existing cache equipment for the South Carolina Task Force Three (SC-TF3).

The closing date for this application is March 30, 2017. The project performance start date for this grant is October 1, 2017 and ends September 31, 2018. This grant does not require a match.

Please feel free to contact me with any questions.

Proposal for The 2017 Homeland Security Grant Program

Project Proposal Worksheet

Write project proposals that address this year's highest priorities for maintenance, sustainment, and / or focused improvement such as: 1) Homeland Security Regional Teams (i.e. WMD/Hazmat, WMD/SWAT, WMD/Bomb, IMT, US&R, CS&R, RMAT); 2) Information Gathering & Analysis by the State Fusion Center; 3) Cyber Security; 4) South Carolina Advanced Active Shooter and Counter-Asymmetric Training (SCAASCAT) Program; 5) Statewide Security of Critical Infrastructure & Key Resources; 6) Statewide Homeland Security Training & Coordination; 7) Statewide Exercise Program; 8) NIMS, Resource Typing & Credentialing.

Instructions: Please fill in all the blocks of this worksheet with the requested information and submit to the SAA. The worksheet can be emailed to Bob Connell (rconnell@sled.sc.gov). If you have any questions, you can e-mail them to me.

Please name your submitted MS Word proposal worksheet file(s) as follows (Your Jurisdiction, Agency, Capability Addressed): JurisdictionAgencyCapability. For example if my jurisdiction was Charleston County and my agency was the Sheriff's Department and I had a Bomb Team project the file name would be: CharlestonCoSheriffBomb. If my jurisdiction was Florence County and I was with Emergency Management and I needed IMT member training, the file name would be: FlorenceCoEMIMT.

Based on past experience and required inputs to DHS, this worksheet has been provided to aid you in drafting your project proposal for provision to the SC State Administrative Agency (SLED), Homeland Security Program Office. If your proposal is accepted, additional information will be required at a later time.

Helpful Tools

Spell Check:

1. Click on the [Tools] menu
2. Select [Spelling]
3. The Spelling box will appear, indicating misspelled words and suggested corrections

Project Proposal Identification

Grant:	SHSP	Sub-recipient Org. Name:	Charleston Fire (SC-TF3)
Start / End Dates:		Project Location:	Charleston Fire Department
		Zip Code:	
		Dunns Number:	077990786

Submitter Name:	Anthony Morley	E-Mail:	morleya@charleston-sc.gov
		Phone:	843-714-4697
Funding Request (\$):	\$96,000	% on Law Enforcement:	%

Project Name:	SC-TF3 Sustainment Funding Initiative 2017
---------------	--

Sustain or Build?	Sustain	Deployable	XYes or No
		Shareable	Yes or No

Regional Investment? If yes, which counties?	Charleston County regional collapse team (NCFD, CFD, MPFD, SAFD & JIPSD)
--	--

Primary Core Capability?	NIMS Type II Collapse Search & Rescue
--------------------------	---------------------------------------

I.A. Baseline – Any Other Funding - Request Name and Funding

If the Investment was funded in any previous request, please provide the name of the grant and the total amount of funding that was dedicated to this Investment, if any.

Previous funding has been used to update, upgrade and replace the existing equipment cache. Previous funding was also used for exercise completion and training classes

Previous funding (List Grant #s & Amount): 12SHSP06 \$35,563.06/13SHSP26 \$44,931.99/14SHSP30 \$62,838.07/15SHSP29 \$70,000

Project Management Step (see Appendix): Initiate

I.B. Provide a brief description of this project and what core capabilities will be built or maintained/sustained to address specific risks. Provide NIMS Typed Resources if any: Refer to the Resource Typing Library Tool at <http://www.fema.gov/resource-management>

This funding will be used to update, upgrade and replace existing cache equipment to allow SC-TF3 to remain a deployable asset in the State of South Carolina as a NIMS Type II Collapse Search and Rescue Team. SC-TF3 will sustain the capability to train and respond by upgrading/updating essential items on our standardized equipment list. The primary focus for this project will be tools, equipment and training class tuition with a focus on items for our existing western shelter and Paratech rescue strut accessories. Additional funding will be used to upgrade helmets, helmet accessories, eye/ear protection, training classes for members, office supplies, and battery maintenance equipment. These line item tool purchases will fill the current shortage of equipment on the CSAR standardized equipment list while also replacing old and worn out equipment on that same list. Lastly, we would use a portion of the funding for incidentals used in a yearly HSEEP compliant exercise and travel cost to act as evaluators for other regional exercises.

I.C. Describe existing core capability levels prior to the use of funds.

The equipment cache for SC-TF3 is fairly new and in a ready state at all times. This allows the team to maintain as a NIMS Type II Collapse Search & Rescue deployable asset with the State of South Carolina. Previous funding has been spent very well to upgrade and update this equipment list and create a standardized cache with other SC Regional Teams. But, as with any life safety equipment, many of the items have a shelf life and require an update or an upgrade over time. SC-TF3 scheduled logistics days allow us to run every piece of equipment on a monthly basis no matter what core subject we train on. SC-TF3 Executive staff meets regularly to discuss the equipment and replacement plans. State team leaders meet regularly to discuss and maintain a standardized equipment list as well.

I.D. Specifically provide, based on your risks previously discussed, the core capability gaps that this project will address (1000 characters max). Note: The SAA will link these to associated THIRA/SPR page #s—which may require additional discussion with the successful applicant.

A key component that was noticed last year was that all SC CSAR teams do not have a standard equipment cache and all teams have made it priority to use some funding to standardize the Regional CSAR caches. South Carolina Task Force 3 has also noticed that over time and with regular use, some equipment becomes worn out and/or obsolete. An example would be over time and regular use; a nail gun will not perform efficiently because the seals are becoming worn and the inside parts are not functioning at peak levels. (Over time it would be best practice to replace a nail gun per year to keep them operating at peak performance levels.) This funding will also assist South Carolina Task Force 3 in filling the gap set forth as the exercise component of the DHS expectations of performance. This gap has been a huge weakness state wide and this funding will create an ability to not only exercise our team members it will be as close to a real life scenario as possible while showing capabilities to maintain a deployable asset in the State of South Carolina. It has been also noticed that while many teams have all of the necessary equipment for a CSAR response, each team lacks the individual member certifications for FEMA Structural Collapse and other rescue classes. This is due to the overall cost associated for each class, department/team turnover rates and the limited availability of these rescue classes.

II.A. Funding Plan

Provide the total estimated cost for the period of performance for this project by completing the following table:

- Provide solution area costs (including personnel); for funding sources other than Homeland Security funds, identify the funding source***
- For each solution area that has an associated funds request, provide a brief summary description of the planned expenditures (including personnel)***

	Homeland Security Grant Program Request	Other Funding Sources Applied	Grand Total
Planning	0	0	0
Equipment	\$65,000	\$5,000	\$70,000
Training	\$25,000	\$20,000	\$45,000
Exercises	\$6,000	\$6,000	\$12,000
Total	\$96,000	\$31,000	\$127,000

Planning

Planning is conducted by the SC-TF3 executive board members quarterly or on an as needed basis. Exercise planning and response planning is handled by Program Director Morley on an as needed basis. All costs for this will come from the City of Charleston.

Equipment

Equipment to be purchased with this funding would be as follows. A reminder that these totals are rough estimations that include sales tax and shipping.

(10) Intrinsically safe headlamps \$2,000.00; (15) NFPA 1951 certified rescue helmet \$6,000.00; Western Shelter repairs, lighting and Accessories \$2,500; Cots and bedding accessories for deployment \$5,000; Accessories for existing Paratech equipment \$6,000; Trickle charger devices for existing battery equipment \$750; Yearly Office supplies (Printer & accessories, ink, paper, & filing equipment) \$750; 15 Amp GFCI Cord reels \$400; Streamlight rotating head rechargeable flashlights \$2,000; (6) MPD belay device \$5,000; Edge protection for rope rescue equipment \$750; 22 ounce framing hammers \$300; 3 lb and 8 lb sledge hammers \$400; (3) Binoculars \$750; 40 lb electric demolition hammer \$1750; 18 volt Hammer drill \$1,000; 5 in whizzer saw \$750; Small collapsible shovels \$500; 36" pipe wrench \$150; Rope measurer \$500; 3.5 HP Gas trash pump and accessories \$2,000; (5) high tension heavy duty hack saws \$250; Disposal ear protection \$250; Eye protection for all members \$3,000; Cylinders for existing SCOTT escape SKA paks \$4,000; Confined Space fan and accessories \$4,250; Leather work/rope gloves \$1500; BP and SPo2 monitors for team members during rehab at events \$5,000; (3) patient removal litters and accessories \$2500; Traffic cone sets to determine work areas \$1,250; (2) Multi day storage coolers \$1,000; Assortment of hardware including bulk nails, screws, and wall anchors \$750; Emergency lighting for existing Kawasaki Mule \$500; Gear storage bags \$1,500.

Training

SC-TF3 has 12 training sessions per year on 4 different core subjects that relate to collapse search and rescue. SC-TF3 would like to request \$2,500.00 to replenish wood that has been used for previous shoring drills and is no longer able to be used. \$22,500 is being requested for tuition for members to take rescue classes offered at Lake Tech College, Rescue 3 International, Technical Rescue Consultants, SCFA & Poseiden Air, Land & Sea. SC-TF3 would like to send 4 members to Structural Collapse, at least 10 to a Rope Rescue II Class, 4 members to USAR Safety officer, 4 members to USAR Planning officer, and 2 members to USAR medical officer. Sending the members in small groups will allow them to train as a small unit on a specialty subject within our CSAR team. By sending members in a smaller group to a larger variety of classes SC-TF3 can utilize the knowledge learned to train our additional members throughout the year.

After each monthly training session SC-TF3 members participate in a logistics day and check off all SC-TF3 equipment. A total of 12 logistics days are held each year.

Exercise

Money from this investment is going to be used to replace incidentals and items damaged beyond repair that will be used during a HSEEP compliant yearly exercise. Money from this line item will also be used for SC-TF3 evaluator travel and support for other SC CSAR exercises. SC-TF3 is asking for \$6,000 for this. This would be our exercise support line item.

II.B. Milestones

Provide specific descriptive milestones for the project over the period of performance, including start and end dates for each milestone; up to 10 milestones may be provided.

Milestone 1

Develop specifications for the current collapse search and rescue team to upgrade and update some deficiencies for equipment needs as well as tool needs for SC-TF3 and the SC CSAR standardized equipment list.

Start Date: 1/5/18

End Date: 2/26/18

Milestone 2

Through a procurement process or state contract purchase, our intentions are to gather product information and specifics for milestone #1

Start Date: 2/1/18

End Date: 4/1/18

Milestone 3

Through a procurement process or state contract purchase our intentions are to obtain bids for milestone #2

Start Date: 3/15/18

End Date: 5/5/18

Milestone 4

Vendors will be selected and items will be purchased/ordered from milestone 3.

Start Date: 4/20/18

End Date: 6/1/18/

Milestone 5

Receive all purchases, mark all items and place in service. Member training will take place if needed and a member or monthly check off will be established for all equipment received.

Start Date: 5/1/18

End Date: 7/1/18

Milestone 6

Submit for reimbursement for milestone 3 before the performance period ends. Nancy with City of Charleston finance will do this.

Start Date: 7/1/18

End Date: 8/15/18

Milestone 7

SCTF3 will continue to train on current and any new equipment monthly during the lifetime of the equipment. This monthly training will keep SCTF3 at a high level of operational readiness.

Start Date: 1/1/18

End Date: 12/31/18

Milestone 8

An ORE will be planned for spring of 2018 to show a level of Operational Readiness to state evaluators. This will continue to validate the operations of our Type II collapse search and rescue team.

Start Date: 2/1/18

End Date: 5/25/18

Milestone 9

Start Date:

End Date:

Milestone 10

Start Date:

End Date:

II.C. Project Management

Describe the management team / personnel that are directly responsible for the implementation of this project.

Project Manager-Jason Krusen CFD. Oversight committee including Tom Horn CFD, Steve Drozd MPFD, Trey Coker NCFD, Richard Porzia NCFD, Tom Glick JIPSD, Chris Savage SAFD and Charles Lamoreaux SAFD.

III.A. Impact

What outcomes will indicate that this project is successful at the end of the period of performance?

This equipment purchase will not only allow SC-TF3 to maintain a high level of readiness and the ability to respond and operate at any type of collapse rescue type incident, but it will also bring SC-TF3 closer to all items on the CSAR standardized equipment list. Implementation of this new, updated standardized equipment will allow for safety and ease of operations of all associated members using the equipment. The potential customers we serve will also see an added benefit that will impact the ability to be lifesaving. This equipment will be used on all needed calls, needed training sessions and to perform a yearly readiness exercise to be considered a deployable asset within the state of South Carolina. Each member will be trained to operate and maintain all new and updated equipment safely and efficiently. This equipment will be inventoried quarterly at a minimum and members will be reevaluated to show proficiency annually. SCTF3 will participate in a scheduled State or Regional HSEEP compliant exercise annually that will count toward a participation exercise. This event is planned yearly to show operational readiness.

III.B. Sustainability

What is the long-term approach to sustaining the capabilities developed by this project? Indicate funding sources or personnel resources.

Continued funding will be needed from DHS to allow SC-TF3 to provide a deployable asset as a NIMS Type II Collapse Search and Rescue team and to maintain a standardized equipment cache. Historically, the majority of team funding has come from SLED DHS grants, but over time some funding, small amounts, is coming from our municipalities. Without DHS assistance it would be impossible to maintain this team at its current operating level. The City of Charleston has future plans of purchase a replacement for the original issued suburban as well as a response rescue type truck.

APPENDIX

PROJECT MANAGEMENT LIFECYCLE

Steps Description Process

Initiate

The authorization to begin work or resume work on any particular activity.

Involves preparing for, assembling resources and getting work started. May apply to any level, e.g. program, project, phase, activity, task.

Plan

The purposes of establishing, at an early date, the parameters of the project that is going to be worked on as well as to try to delineate any specifics and/or any peculiarities to the project as a whole and/or any specific phases of the project.

Involves working out and extending the theoretical, practical, and/or useful application of an idea, concept, or preliminary design. This also involves a plan for moving a project concept to a viable project.

Execute

The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Control

A mechanism which reacts to the current project status in order to ensure accomplishment of project objectives. This involves planning, measuring, monitoring, and taking corrective action based on the results of the monitoring.

Involves exercising corrective action as necessary to yield a required outcome consequent upon monitoring performance. Or, the process of comparing actual performance with planned performance, analyzing variances, evaluating possible alternatives, and taking appropriate correct action as needed.

Close Out

The completion of all work on a project. Can also refer to completion of a phase of the project.

Involves formally terminating and concluding all tasks, activities, and component parts of a particular project, or phase of a project.

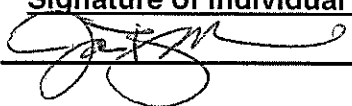
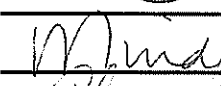
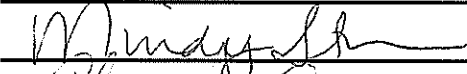

COMMITTEE / COUNCIL AGENDA

7.)

TO: John J. Tecklenburg, Mayor
FROM: Amy K. Wharton DEPT. BFRC
SUBJECT: MAYORS OFFICE FOR CHILDREN YOUTH & FAMILIES-YOUTH VOLUNTEER CORPS-SERVICE-LEARNING GRANT
REQUEST: To accept the Youth Volunteer Corps Grant award in the amount of \$200 for the Service - Learning Implementation program

COMMITTEE OF COUNCIL: W&M DATE: March 14, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Director-MOCYF	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

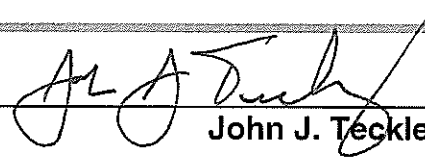
Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:
No City Match Required

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



Board of Directors:

Jim Hise
Board Chair

Peggy Dunn
Vice Chair

Mark Tatum
Secretary

Melanie Tucker
Treasurer

David Battey

Tristen Caudle

Vicki Clark

Cathi Duchon

Stephanie O'Connell

Margi Pence

Elizabeth Potterf

Lisa Rinehart Hoffman

Laurie Sepanski

Legacy Board Chairs:

Audrey Langworthy
2013-2015

Adele Hall
2011-2013

Don Sloan
1996-2011

Dr. Rich Davis
1992-1996

February 21, 2017

Jennifer Gorham
Youth Volunteer Corps of Charleston
75 Calhoun St
Suite 3700
Charleston, SC 29401

Dear Jennifer,

Thank you for your participation in the YVC Service-Learning Implementation Grant! The grant's focus was to help improve service-learning across the network and add more quality lessons to the library for future use. Your participation, along with 13 other Affiliates has made the service-learning library even stronger and more expansive, which benefits every YVC program across the U.S. and Canada!

Your participation demonstrates dedication to the YVC model of service-learning and a focus on continuous improvement. Why does service-learning matter? From AmeriCorps Member Jessica Wilkus in Manhattan:

The service itself does not mean nearly as much as the reflection after it. In order for youth to gain an extended love for volunteerism, it is essential to make those key reflection connections with them and let them come to the same conclusions.

This **\$200 grant** is an unrestricted award and can be used to support your YVC program in any capacity.

We encourage you to continue applying for YVC funding and external grants. Our next grant is the **Sustainability Grant**, due March 31, 2017. \$5,000 in total will be granted through this opportunity. Please don't hesitate to contact us with questions about past or upcoming grants and any fundraising needs we can help address.

Sincerely,

A handwritten signature in black ink that reads "Amanda Moser".

Amanda Moser
Community Impact Leader

A handwritten signature in black ink that reads "Leah Boal".

Leah Boal
AmeriCorps & Affiliate Services Coordinator

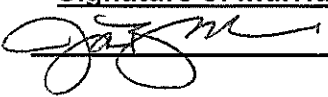
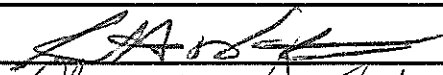
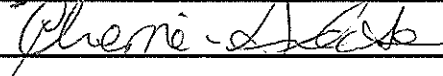
COMMITTEE / COUNCIL AGENDA

8.)

TO: John J. Tecklenburg, Mayor
FROM: Amy K. Wharton DEPT. BFRC
SUBJECT: OFFICE OF CULTURAL AFFAIRS – SOUTH CAROLINA ARTS COMMISSION
REQUEST: To approve the submission of a grant application to The SC Arts Commission in the amount of \$10,000; For the Lowcountry Quarterly Arts Grants Program

COMMITTEE OF COUNCIL: W&M DATE: March 14, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Office of Cultural Affairs	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:


Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: A City match of \$10,000 is required. The grant period is 7/1/17 through 6/30/18. The matching funds will be included in the 2018 Community Assistance budget if the grant is awarded.

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

South Carolina Arts Commission
1026 Sumter Street, Suite 200, Columbia, SC 29201, (803) 734-8696
GRANT APPLICATION for ORGANIZATIONS

APPLICANT INFORMATION

City of Charleston (Office of Cultural Affairs) 57-6000226
Applicant Organization's Legal Name Federal Employer ID#
Lowcountry Quarterly Arts Grants Program, Piccolo Spoleto, MOJA Arts Festival 0779907860000
Doing Business As/Also Known As – if applicable DUNS#
75 Calhoun Street, Suite 3800 Charleston 29401-3538 Charleston
Street Address City Zip Code+4 SC County
Congressional US House District # 1 State Senate District # 43 State House District # 110
Find your legislative district numbers at <http://www.scstatehouse.gov/legislatorssearch.php>

Mailing Address (if different from Street Address) City Zip Code+4
Primary Organizational Function: ☐ Arts Producing ☒ Arts Presenting ☐ Arts Service ☐ Arts Education ☐ Non-Arts
Scott Watson Director (843) 720-3885 (843) 720-3967
Contact Person Title Daytime Phone FAX#
WatsonS@charleston-sc.gov www.charlestonarts.org
Contact's Email Address Organization's Web Address
May we include contact's email address when giving information to constituents? ☒ yes ☐ no
John J. Tecklenburg Mayor (843) 727-3737
Applicant Organization's Authorized Official Title Daytime Phone
TecklenburgJ@charleston-sc.gov
Authorized Official's Email Address
May we include authorized official's email address when giving information to constituents? ☒ yes ☐ no

FISCAL AGENT/RECEIVER INFORMATION

YOU MUST FILL OUT THIS SECTION IF:

- You are applying for a S.C. Arts Commission grant and do NOT have Federal Tax Exempt status, OR
- You are a school or a unit of government

Fiscal Agent/Receiver's Legal Name Federal Employer ID#
Doing Business As/Also Known As – if applicable DUNS#
Street Address City Zip Code+4 SC County
Mailing Address (if different from Street Address) City Zip Code+4
Contact Person Title Daytime Phone FAX#
Contact's Email Address Organization's Web Address
May we include contact's email address when giving information to constituents? ☒ yes ☐ no
Fiscal Receiver/Partner's Authorized Official Title Daytime Phone
Authorized Official's Email Address
May we include authorized official's email address when giving information to constituents? ☒ yes ☐ no

APPLICANT NAME: *City of Charleston (Office of Cultural Affairs)*

ORGANIZATION GRANT APPLICATION SUMMARY

Grant Program Category: select only one program below

- ☐ Folklife and Traditional Arts
☐ Quarterly Project

- ☒ Subgranting
☐ Other: _____

Brief description of project: FY2018 Lowcountry Quarterly Arts Grants Program

(50 character maximum; for reference only. Use the Narrative portion of your application to provide a more complete description.)

Primary project discipline: select only one

- | | | | |
|--|--------------------------------------|--|--|
| <input type="radio"/> 01 Dance | <input type="radio"/> 05 Visual Arts | <input type="radio"/> 09 Media Arts | <input checked="" type="radio"/> 14 Multi-Disciplinary |
| <input type="radio"/> 02 Music | <input type="radio"/> 06 Design Arts | <input type="radio"/> 10 Literature | <input type="radio"/> 15 Non Arts |
| <input type="radio"/> 03 Opera/Musical Theatre | <input type="radio"/> 07 Crafts | <input type="radio"/> 11 Interdisciplinary | |
| <input type="radio"/> 04 Theatre | <input type="radio"/> 08 Photography | <input type="radio"/> 12 Folk Arts | |

Project Activity type: select only one

- | | | |
|--|--|---|
| <input type="radio"/> 001 acquisition | <input type="radio"/> 14 prof. support – admin. | <input checked="" type="radio"/> 26 regranting |
| <input type="radio"/> 002 audience services | <input type="radio"/> 15 prof. support - artistic | <input type="radio"/> 27 translation |
| <input type="radio"/> 003 award/fellowship | <input type="radio"/> 16 recording/filming/taping | <input type="radio"/> 28 writing about art |
| <input type="radio"/> 004 creation of a work of art | <input type="radio"/> 17 publication | <input type="radio"/> 29 professional dev./training |
| <input type="radio"/> 005 concert/perf./reading | <input type="radio"/> 18 repair/restore/conserv. | <input type="radio"/> 30 student assessment |
| <input type="radio"/> 006 exhibition | <input type="radio"/> 19 research/planning | <input type="radio"/> 31 curriculum dev./implement. |
| <input type="radio"/> 007 facility constr./maint./renov. | <input type="radio"/> 20 school residency | <input type="radio"/> 32 stabilization/endow./challenge |
| <input type="radio"/> 008 fair/festival | <input type="radio"/> 21 other residency | <input type="radio"/> 33 building public awareness |
| <input type="radio"/> 009 ident./documentation | <input type="radio"/> 22 seminar/conference | <input type="radio"/> 34 technical assistance |
| <input type="radio"/> 010 inst./org. establishment | <input type="radio"/> 23 equip. purchase/rental | <input type="radio"/> 35 web site/internet development |
| <input type="radio"/> 011 institution/org. support | <input type="radio"/> 24 distribution of art | <input type="radio"/> 36 broadcasting |
| <input type="radio"/> 012 arts instruction | <input type="radio"/> 25 apprenticeship/internship | <input type="radio"/> 99 none of the above |
| <input type="radio"/> 013 marketing | | |

Project Dates: Start Date 7/1/2017 End Date 06/30/2018 This SCAC GrantRequest* \$ 10,000

*This request must match the request listed on your Budget Form (Income Detail).

SCAC staff person who advised applicant: Susan DuPlessis

All applicants are urged to discuss application process & proposal content with appropriate SCAC staff prior to applying.

APPLICANT NAME: *City of Charleston (Office of Cultural Affairs)*

CERTIFICATION

I certify to the Commission that:

1. This application is complete as required by SCAC grant guidelines, and all information and attachments in this proposal are true and correct to the best of my knowledge.
2. The applicant is in compliance with published eligibility requirements.
3. The governing body of the applicant has authorized the filing of this application and signature.
4. The activities and services for which assistance is sought will be administered by or under the supervision of the applicant solely for the described projects and programs.
5. The applicant and any organization that it assists will comply with all applicable Federal and State laws when conducting any program activity for which the applicant receives financial assistance from the Commission.

John J. Tecklenburg Mayor

Authorized Official: Typed Name & Title

Signature

Date

Fiscal Receiver/Partner's Authorized Official: Typed Name & Title

Signature

Date

FOR SCAC USE ONLY:

Authorized Approval

Award Amount

Date

Mail application, budget form, & other attachments,* if applicable, to:

Grants Office
S.C. Arts Commission
1026 Sumter Street, Suite 200
Columbia, SC 29201

*Check guidelines before mailing to ensure that your application is complete.

CITY OF CHARLESTON OFFICE OF CULTURAL AFFAIRS AND THE CITY OF NORTH CHARLESTON CULTURAL ARTS DEPARTMENT FY2018 SCAC SUBGRANTING APPLICATION PROJECT NARRATIVE
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A. OVERVIEW

The Lowcountry Quarterly Arts Grants Program (LQAGP) is jointly administered and funded by the City of Charleston Office of Cultural Affairs and the City of North Charleston Cultural Arts Department. The LQAGP is intended to support arts organizations and projects that reflect artistic excellence and events which are well-advertised and open to the public. The LQAGP provides assistance for professional development for individual artists and staff of cultural organizations in Berkeley, Charleston and Dorchester Counties.

B. APPLICATION PROCESS

Nonprofit organizations must be chartered in South Carolina as a nonprofit or government agency, must be located in Berkeley, Charleston or Dorchester Counties and must hold a federal tax exempt status or apply through a qualified fiscal agent. Individual artists must be a professional artist, or an individual who devotes a major portion of their time to the practice and production of art through which he/she earns or endeavors to earn his/her livelihood. The individual artist must also reside in Berkeley, Charleston or Dorchester Counties for six months prior to the date of application and throughout the grant period. They must not be a degree-seeking, full-time undergraduate student during the grant period. Graduate students are ineligible to apply if academic credit will be earned.

The grant year for the LQAGP is made up of four granting periods, each with separate application deadlines. Funds granted by LQAGP may be used for the intended grant period only. For projects starting between July and September, the application deadline is May 15 with notifications mailed by June 15. For projects between October and December, the application deadline is August 15 with notifications mailed by September 15. For projects between January and March, the deadline is November 15 with notifications mailed by December 15. For projects between April and June, the deadline is February 15 with notifications mailed by March 15.

Individual artists or arts organizations may request up to \$1,000 in matching funds. They request a quarterly grant with stipulation of a 1:1 match to be secured by the applicant. Presently, a grant request of up to \$1,000 (\$2,000 or more for the project) is considered. Grant recipients can only be funded a maximum of two quarters through this grant program. The LQAGP will not fund applications for: Capital improvements and real property; living expenses; tuition for degree programs; activities completed prior to the grant period; non-art museums (science and natural history) except arts personnel and arts projects sponsored by non-arts museums; performances and exhibitions which are not open to the general public; nonprofessional artists, students taking part in activities as instructors/performers; and projects already funded by the LQAGP.

Applicants will be encouraged to talk with LQAGP administrators about their grants prior to deadlines. Administrators will review drafts of grants and budgets and offer suggestions

CITY OF CHARLESTON OFFICE OF CULTURAL AFFAIRS AND THE CITY OF NORTH CHARLESTON
CULTURAL ARTS DEPARTMENT: Lowcountry Quarterly Arts Grants Program

and comments to applicants. Grant applications will be reviewed by administrators for completeness and accuracy. If incomplete, applicants are contacted and asked to supply additional information. Applicants will be assigned a primary reviewer (someone with experience and/or expertise in a particular discipline or subject area). The primary reviewer scores the application using criteria outlined in LQAGP grant guidelines. Each panel member will receive copies of all grant applications for the grant period to review and score applications. The full review panel will meet approximately two weeks after the appropriate deadline to review applications for the grant period. Scores for each application will be tallied and all applications ranked according to scores. Each application will be discussed thoroughly to determine whether funding will be awarded. Decisions are based on consensus. Administrators record comments and decisions. Finally, the administrators will send a letter to each applicant informing them of the panel's decision.

C. PANEL

The panel is comprised at present of two African-American men and three Caucasian women. The panel will be composed of a minimum of five members who will sit on review panels for four consecutive quarters. Additional panelists are currently being recruited to establish a pool of potential panelists for each subsequent year. After sitting on panels for one year, a panelist won't be considered for service on the subsequent year's panel. Vacancies on the panel will be filled by arts professionals representing a variety of arts disciplines and arts education groups representing the geographic regions of Charleston, Berkeley and Dorchester Counties. Staff sits with the panel at each review session but does not vote or make funding recommendations.

D. APPEALS PROCESS

Applicants who are unsuccessful in a given quarter may resubmit their application using the panel's comments and suggestions, under a subsequent deadline. If the applicant would prefer a direct appeal, the appeal will be reviewed by an appeals committee consisting of staff from the City of Charleston, City of North Charleston and a representative from the Charleston Regional Alliance for the Arts, as an independent assessor.

E. PAYMENTS AND DOCUMENTATION

Subgrantees are sent a contract which must be signed and returned to the office before the first payment of the grant award is made. Following the completion of the project, the subgrantee must complete and return the LQAGP Final Report Form. If the final report and all supplemental information are acceptable, final payment of the grant award is made. Representatives from the LQAGP panel and administrative staff are asked to attend all events funded by the LQAGP. Documentation in the form of newspaper articles, photos, letters of support and/or receipts must also be submitted with the grantee's final report.

F. PUBLICITY

Press releases announcing this program will be sent to all area print and electronic media sources. The City of North Charleston includes this information in their monthly e-newsletter and in their quarterly program guide. The City of Charleston lists grant opportunities at www.charlestonarts.org and www.Charleston-sc.gov; and there is also a Facebook page for the LQAGP.



City of Charleston

John J. Tebbelburg
Mayor

South Carolina
Office of Cultural Affairs

Scott Watson
Director

MEMORANDUM

TO: City Council Members
Department of Clerk of Council

FROM: Scott Watson, Director, Office of Cultural Affairs

DATE: March 7, 2017

SUBJECT: USDA AMS Farmers Market Promotion Program Grant Application

The Office of Cultural Affairs is applying for grant funds from the U.S. Department of Agricultural, Agricultural Marketing Service, Farmers Market Promotion Program in the amount of \$250,000 to be used toward the expansion and improvement of the Charleston Farmers Market and the West Ashley Farmers Market. If this initial application is successful, we will bring to City Council for approval to accept the grant award. No City match is required.

This application is due March 27, 2017. Due to time constraints, and an unanticipated partnership request coming forward this week from a local not-for-profit organization, we did not have time to adequately review and submit a completed grant application for Monday's Agenda meeting. We will complete the grant application and email or mail a completed application to each City Council Member for review before the next City Council meeting on March 14, 2017.

Please contact me if you have any questions regarding the above information. I can be reached via email at WatsonS@charleston-sc.gov or (843) 724-7295. Thank you.

CPR COMMITTEE and/or COUNCIL AGENDA

10.)

TO: John J. Tecklenburg, Mayor
FROM: Nate Yokoyama / Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: GOVERNORS PARK ATHLETIC FIELD LIGHTING CONSTRUCTION CONTRACT

REQUEST: Approval of Construction Contract with MUSCO Sports Lighting, LLC in the amount of \$559,500.00 for the purchase and installation of eight new MUSCO lighting structures at Governors Park athletic fields. This is being done through a cooperative purchase agreement with the National Joint Powers Alliance. The project timetable is scheduled for 100 days. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council Approved budget.

COMMITTEE OF COUNCIL: Ways & Means DATE: March 14, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>W. Charles G. [Signature]</u>	<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051414-58240

Balance in Account \$559,500.00 Amount needed for this item \$559,500.00
Project Number CP1506

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: The Construction Contract will obligate \$559,500.00 of the \$700,000.00 project budget. The funding sources for this project are: S.C. Sports Development Funding Grant (\$350,000.00) and 2013 General Fund Reserves (\$350,000.00).

Mayor's Signature: [Signature]
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

City of Charleston Construction Contract

THIS CONTRACT, made this ___ day of _____, 201__ by and between:

The Owner: City of Charleston and the Contractor: MUSCO Sports Lighting, LLC
Department of Parks 497 Kings Grant Drive
823 Meeting Street Columbia, SC 29209
Charleston, SC 29403

WHEREAS, the Owner requires the construction of the following project, identified as follows:

CP1506: Governor's Park Athletic Field Lighting

Whereas, the CONTRACTOR, whose South Carolina contractor's license is _____, is prepared and qualified to provide such Construction;

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract.

TIME OF PERFORMANCE:

THE EFFECTIVE DATE of this contract shall be the date written above.

THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.

THE DATE OF SUBSTANTIAL COMPLETION shall be **100** calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.

PAYMENTS TO THE CONTRACTOR for acceptable Work performed shall be as follows:

THE CONTRACT SUM OF **\$559,500** to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.

THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: **N/A**

LIQUIDATED DAMAGES in the amount of **\$250.00** per day shall be withheld from any amounts otherwise due to the Contractor for each day the Contractor fails to achieve SUBSTANTIAL COMPLETION within the time allowed.


ARCHITECT ENGINEER – The A/E of Record for this Project is: RMF Engineering, Inc

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER: City of Charleston

CONTRACTOR: Musco Sports Lighting, LLC

BY: _____
John J. Tecklenburg
Mayor

BY: 
(Signature of Contractor Representative)

James M. Hansen
(Name of Contractor Representative)

ITS: Secretary
(position or title)

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

- A. The Contract Documents forming this agreement shall consist of the following:
1. a fully executed Construction Contract (this document) and any listed attachments thereto;
 2. the Technical Specifications dated, January 30, 2017
 3. the Project Drawings dated January 30, 2017
 4. MUSCO Project Summary, Illumination Summary, and Equipment Layout, File 170395A, dated March 14, 2016;
 5. Exhibit A: Governors Park Soccer Lighting Scope of Work Turnkey Installation, prepared by MUSCO Sports Lighting, dated July 20, 2016.
 6. Exhibit B: Governors Soccer Lighting MUSCO Proposal, prepared by MUSCO Sports Lighting, dated February 15, 2017.
 7. other documents as listed in Article 16.

ARTICLE 2 – GENERAL PROVISIONS

- A. The Contractor shall not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor.
- B. The Contractor warrants to the Owner that:
1. it and its subcontractors (if any) are financially able to complete the Work;
 2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the Work assigned;
 3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
 4. it will perform the Work with care and diligence and in a professional and workmanlike manner;
 5. it has visited the work site and is reasonably apprised of the conditions in and around the work area.
- C. **Contractor's Rights and Responsibilities**
In addition to any other rights and responsibilities contained in this Agreement, the Contractor shall:
1. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc, as required for the performance of the Work;
 2. visit the work site and obtain information to assist in familiarization with the work site, its conditions and any limitations that would affect the performance of the Work;
 3. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner or its A/E;
 4. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance of the Work;
 5. employ only persons skilled in the Work for which it is to do, employ an experienced superintendent to supervise the Work who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
 6. have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the State of South Carolina, the City of Charleston and as required by this Contract.
- D. **Owner's Rights and Responsibilities**
In addition to any other rights and responsibilities contained in this Agreement, the Owner shall:
1. provide the contractor with available information regarding the Work and the work area;
 2. secure and pay for all design permits, assessments, and easements except as required by the Contract Documents;
 3. pay the Contractor for acceptable Work performed, in accordance with the provisions of this Contract;

4. if the Contractor fails to begin the Work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract;
5. act as the A/E in the absence of a licensed design professional.

E. A/E's Rights and Responsibilities

In addition to any other rights and responsibilities contained in the Agreement, the A/E shall:

1. represent the Owner during the construction process through final completion of the Project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in the Contract Documents or otherwise agreed by the Owner;
2. make periodic visits to the site during construction administration to become familiar with the progress and quality of the Work and to determine if the Work is being performed in a manner indicating that the Work is generally progressing in accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of the Work and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the initial interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor. The interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. not be responsible for construction means, methods, techniques, procedures and safety measures in the performance of the Work or acts of omission of the Contractor, Subcontractors or any other entity performing the Work on the site;
8. review periodic requests for payment, and approve or reject the request, in whole or in part;
9. prepare Change Orders or Change Directives as directed by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit the number of sets as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship

1. The Contractor shall not allow the use of any asbestos-containing product.
2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less than 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all material shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

C. Inspection and Testing of Materials

1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by building officials.
2. The Contractor shall leave uncovered all areas of Work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being

inspected. The Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved by the A/E.
2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

1. Only the Owner may authorize changes in the scope of the Contract. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
 - a. For the Contractor or subcontractor on Work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0
 - b. For the Contractor or subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - c. To a first tier subcontractor on woWork performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.

G. Reports

1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

H. Time for Completion

1. Requests for time extensions shall be made promptly. Delays of the Work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time of Completion.
2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.

3. Should completion of the Project extend past the original or amended contract substantial completion date, the Owner will retain as liquidated damages and not as a penalty the amount listed on Page 1 and reduce the Contractor's final payment by that amount.
- I. Guarantees and Warranties
 1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other work or property resulting from such defects for a period of one year from the date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties may be assigned by the Owner at no cost to the Owner and without the approval of the Contractor.
 2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.
 - J. Use of the Site
 1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the Work.
 2. The Contractor shall provide access to the Work in progress for representatives of the Owner, the A/E and for all authorities having jurisdiction over the Work.
 - K. Taxes
 1. The Contractor shall include in its Bid and pay for, all taxes in effect or scheduled to go into effect at the time of bidding or at the completion of negotiations.
 2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4- PAYMENTS

- A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- B. The Contractor shall make payments to Subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Work, and a Construction Schedule, to be used by the architect as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the completed Work until the Final Application for Payment is paid.
- D. The Contractor's Final Application for Payment may be submitted when the following have occurred:
 1. The Contractor has fully performed the Work of the Contract, including the acceptable completion of all punch list items; and,
 2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
 3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
 4. The Contractor has completed all training and other startup/turnover support activities with the Owner staff.
- E. If the Work is completed to the satisfaction of the A/E, the A/E shall certify the application and the Owner shall make final payment.

ARTICLE 5 – CLAIMS

- A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.
- B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.
- C. Claims arising prior to the date final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph a party expressly waives its claim.
- D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 6 – DISPUTE RESOLUTION

The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the Contractor pursuant to the Contract (including the Owner).

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

- A. Owner's Right of Termination
 - 1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon seven (7) days written notice to the Contractor.
 - 2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.
- B. Contractor's Right of Termination
 - 1. The Contractor may terminate the Contract if Work is stopped through no fault of the Contractor, or other persons performing any Work either directly or indirectly for the contractor, for a period of time exceeding sixty (60) consecutive calendar days due to a court order or other public authority having jurisdiction; or a National emergency which requires the Work to be stopped.
 - 2. The Contractor may, upon seven (7) days written notice to the Owner and the A/E, terminate the Contract for the reasons stated above and be compensated for Work completed and materials stored in accordance with the Contract Documents.
- C. Owner's Right of Suspension
 - 1. The Owner may, at any time, suspend the Work, in whole or in part, with or without cause for such period of time as determined by the Owner;
 - 2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor is responsible for job-site safety and the protection of persons and property within the work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.
- B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, then the Contractor shall immediately stop work in the

affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume work until the material has been rendered harmless, removed or protected.

- C. This Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).
- D. For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 – INSURANCE AND BONDS

- A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the Work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.
- B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
 - 1. Premises – Operations.
 - 2. Independent Contractor's Protective.
 - 3. Products and Completed Operations.
 - 4. Personal and Advertising Injury.
 - 5. Contractual, including specified provisions for Contractor's obligations.
 - 6. Broad Form Property Damage, including Completed Operations.
 - 7. Owned, Non-Owned and Hired Vehicles.
- C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the contract:
 - 1. Commercial General Liability:
 - a. General Aggregate (per project) \$ 1,000,000
 - b. Products/Completed Operations \$ 1,000,000
 - c. Personal and Advertising Injury \$ 1,000,000
 - d. Each Occurrence \$ 1,000,000
 - e. Fire Damage \$ 50,000
 - f. Medical Expense (any one person) \$ 5,000
 - 2. Business Auto Liability (including all owned, non-owned, and hired vehicles):
 - a. Combined Single Limit \$ 1,000,000
 - OR-
 - b. Bodily Injury & Property Damage (each) \$ 1,000,000
 - 3. Workers Compensation
 - a. State Statutory
 - b. Employer's Liability \$ 100,000 Per Accident
\$ 500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee
 - c. USL&H and Jones Act \$ 600,000
- D. The aggregate Limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.
- E. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.
- F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25S and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance,

the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the Owner.

- G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for termination of the contract.

H. Bonds

If required by the Contract Documents, and prior to being issued a Notice to Proceed, the Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. Failure to provide the Bonds may indicate that the Contractor is in material breach of its responsibilities under the Contract.

1. Bonds shall each be in the amount of 100% of the amount of the Contract.
2. The Surety providing the Bonds shall have, at a minimum a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V" and in no case less than five (5) times the contract amount. The Bonds shall:
 - a. be issued by a surety company licensed to do business in South Carolina; and,
 - b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
 - c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
 - d. display the Surety's' Bond Number.

I. Property Insurance

The Contractor shall purchase and maintain Builder's Risk insurance in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

ARTICLE 10 – CORRECTION OF WORK

- A. The Contractor shall promptly and with due diligence, correct Work rejected by the A/E or the Owner for failure to conform to the requirements of the Contract, whether such defective Work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient Work including additional testing and inspections and any compensation for A/E services and expenses involved.
- B. If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies they may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies including the Owners expenses, and compensation to the A/E, if necessary.
- C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 11 – CONSTRUCTION BY OWNER

- A. The Owner reserves the right to do work with its own forces or award separate contracts for work on the same project.

- B. The Contractor agrees to allow access to the site by the Owner's work force or separate contractor(s), and agrees to assist in coordinating the progress of the work with the Owner.
- C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.
- D.

ARTICLE 12 – SUBCONTRACTORS

If the Contractor engages subcontractors to provide any Work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in the Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 13 – COMPLETION AND CLOSEOUT

- A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.
- B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.
- C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.
- D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

- A. The Contractor and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of this contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.
- B. This Contract represents the entire and integrated agreement between the Owner and Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.
- E. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove or dispose of any hazardous or toxic materials in any form at the project site.

ARTICLE 15 – GOVERNING LAW

- A. This contract shall be governed by the laws of the State of South Carolina.

ARTICLE 16 – OTHER PROVISIONS (if any)

- A. The Contractor shall indemnify and save harmless the Owner and the Owner's agents and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the City submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

**Governors Park Soccer Complex Lighting
Scope of Work
Turnkey Installation**

Owner Responsibilities:

1. Complete access to the site for construction utilizing 2 wheel drive rubber tired equipment.
2. Locate existing underground utilities not covered by utility locate. Locate irrigation systems.
3. Pay for any additional costs due to non-standard soils (rock, caliche, high water table, collapsing holes, etc.) requiring extensive enhanced foundations, beyond the deep drilled structural steel pipe concrete filled foundations already planned. This not expected.
4. Provide 480 volt, 3 phase power from the utility pad mounted transformer.
5. Provide electrical plans needed for permitting.

Musco Responsibilities:

1. Provide the required concrete pole bases for the foundations, galvanized steel poles, pre-wired and factory aimed lighting assemblies, wire harnesses, remote ballast enclosures, and die cast light fixtures. Lighting Contactor Cabinets with Musco Control Link & Communications will also be provided.
2. Provide layout of pole locations and aiming diagram.
3. Provide pole and foundation detail information and drawing to installing Musco subcontractor.
4. Provide pole grounding for each pole.
5. Provide Project Management assistance and oversight for Musco Scope of Work.

Installing Musco Subcontractor Responsibilities:

1. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for equipment as needed and disposal of all packing cardboard and debris. (If city has a recycling center for cardboard, contractor will transport the cardboard to it. Each light fixture has its own cardboard packing box.)
3. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
4. Remote Electrical Enclosures/Ballast Boxes must be stored inside or covered by tarp.
5. Confirm the existing underground utilities and any irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment. Repair any such damage during construction.
6. Provide materials and equipment, including structural steel pipes and concrete to install Light Structure foundations as specified on layout and structural drawings.
7. Insure connection to grounding.

8. Remove spoils to designated location on site.
9. Provide equipment, materials and labor, to assemble and erect Light Structures, Remote Electrical Enclosures, Wire Harnesses & Fixtures. Use laser aiming on each lighting assembly to properly aim the lighting system.
10. Keep all heavy equipment off of playing fields when possible. Repair damage to grounds, which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
11. Install new 480 volt, 3 phase electrical panel and breakers on new outdoor unistrut support structure, and lighting contactor cabinets.
12. Obtain permit if required.
13. Provide and install electrical circuits, and make connection to each pole. Backfill and tamp trenches. Maximum voltage drop is 3%.
14. Once power is provided to the poles, call Control Link Central, commission the system, and set the baseline for the system.
15. Provide startup and aiming as required to provide complete and operating sports lighting system.

CP1506: Governor's Park Athletic Field Lighting - Exhibit B

Corporate: 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 641/673-0411 800/825-6020 Fax: 641/673-4852
Manufacturing: 2107 Stewart Road PO Box 260 Muscatine, IA 52761 563/263-2281 800/756-1205 Fax: 800/374-6402
Web: www.musco.com Email: lighting@musco.com



February 15, 2017

Mr. Nate Yokoyama
Sr. Construction Project Manager
City of Charleston – Capital Projects
823 Meeting Street
Charleston, SC 29403

Re: Governors Soccer Lighting Musco Proposal

Dear Mr. Yokoyama:

Thank you for the opportunity and for considering Musco Sports Lighting for the Governors Park Soccer Fields Lighting. Musco has specialized in sports lighting for over 40 years, and been responsible for most significant innovations in that time. Musco Light Structure Green has been the most significant metal halide innovation. With 40% less electricity, a 90-95% reduction in glare, a much longer lamp life, and a 25 years parts & labor warranty, it truly changed sports lighting.

Musco Light Structure Green

Light Structure Green is a remote ballast, factory aimed system. The major electrical components are located about 10 ft. above ground for easy access and to remove them from the heat of the lamp so they last longer. This also removes their weight from the light fixture so it stays properly aimed.

The structure consists of a centrifugally spun concrete pole base with a slip fit connection to a hot dipped galvanized steel pole. The lighting assembly is one solid piece that is welded before being galvanized. UL listed wire harnesses are included with individual circuits for each light.

Foundations

We will be using structural steel pipe concrete foundations for this project, which is different from our original plan with the enhanced piers. The stamped structural design indicates a minimum of 30 ft. deep foundations. That has affected the overall cost of the project.

Light Levels

The lighting designs are attached, including spill light values at I-526, and a blanket spill light overlay 250 ft. from the fields. The light levels are designed for 25 footcandles, which should be adequate for practice and recreation play. The system does include outstanding glare control which is important given the adjacent residential neighborhood and highway.

Barry Jones: 497 Kings Grant Drive Columbia, SC 29209 803/782-5251 877/807-8980 Fax: 803-782-9116

Lighting . . . We Make It Happen.

Corporate: 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 641/673-0411 800/825-6020 Fax: 641-673-4852
Manufacturing: 2107 Stewart Road PO Box 260 Muscatine, IA 52761 563/263-2281 800/756-1205 Fax: 800/374-6402
Web: www.musco.com Email: lighting@musco.com



Scope of Work

The scope of work for the project does include materials, installation and labor. We have priced this based on the electrical plans, with the existing electrical panels and conduit.

Control Link & Monitoring

The project is designed with the Musco Control Link and monitoring which allows for scheduling and monitoring the use of the system. The system can be operated by scheduling by computer online, calling Musco Control Link Central, or by using the phone app. With Control Link, Musco is able to monitor how the system is operating, and be automatically notified if an outage occurs.

Warranty

When Control Link is included, the warranty on the lighting system, including controls, is 25 years parts and labor. Lamps are included for up to 10,000 hours of use, and a group relamp is included after 5,000 hours of use.

Proposal Costs

The cost for the project including materials, labor, installation and taxes is **\$559,500**. This is based on the purchase through the NJPA Cooperative Purchase Program.

Summary

We appreciate the opportunity and look forward to working with you on this outstanding project. Normal delivery time on our system is 5-6 weeks. Estimated installation time is 45 days, although there can be some overlap which may reduce that. The field can be used during the installation.

If you have any questions, or if I can be of assistance, please let me know. I look forward to talking with you soon.

Sincerely,
Barry W. Jones
Musco Sports Lighting

Barry Jones: 497 Kings Grant Drive Columbia, SC 29209 803-782-5251 877-807-8980 Fax: 803-782-9116

Lighting . . . We Make It Happen.

CPR COMMITTEE and/or COUNCIL AGENDA

11.)

TO: John J. Tecklenburg, Mayor
FROM: Nate Yokoyama / Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: BAYVIEW SOCCER COMPLEX BALLFIELD LIGHTING CONSTRUCTION CONTRACT
REQUEST: Approval of Construction Contract with MUSCO Sports Lighting, LLC in the amount of \$462,500.00 for the purchase and installation of six new MUSCO lighting structures at Bayview Soccer Complex. This is being done through a cooperative purchase agreement with the National Joint Powers Alliance. The project timetable is scheduled for 100 days. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council Approved budget.

COMMITTEE OF COUNCIL: Ways & Means DATE: March 14, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>Stephanie [Signature]</u>	<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051442-58240

Balance in Account \$462,500.00 Amount needed for this item \$462,500.00

Project Number CP1531

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: The Construction Contract will obligate \$462,500.00 of the \$505,000.00 project budget. The funding sources for this project are: 2012 General Fund Reserves (\$9,269.18) and 2013 General Fund Reserves (\$495,730.82).

Mayor's Signature: [Signature]

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

City of Charleston Construction Contract

THIS CONTRACT, made this ___ day of _____, 201_ by and between:

The Owner: City of Charleston and the Contractor: MUSCO Sports Lighting, LLC
Department of Parks 497 Kings Grant Drive
823 Meeting Street Columbia, SC 29209
Charleston, SC 29403

WHEREAS, the Owner requires the construction of the following project, identified as follows:

CP1531: Bayview Soccer Complex Ballfield Lighting

Whereas, the CONTRACTOR, whose South Carolina contractor's license is _____, is prepared and qualified to provide such Construction;

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract.

TIME OF PERFORMANCE:

THE EFFECTIVE DATE of this contract shall be the date written above.

THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.

THE DATE OF SUBSTANTIAL COMPLETION shall be **100** calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.

PAYMENTS TO THE CONTRACTOR for acceptable Work performed shall be as follows:

THE CONTRACT SUM OF **\$462,500** to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.

THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: **N/A**

LIQUIDATED DAMAGES in the amount of **\$200.00** per day shall be withheld from any amounts otherwise due to the Contractor for each day the Contractor fails to achieve SUBSTANTIAL COMPLETION within the time allowed.

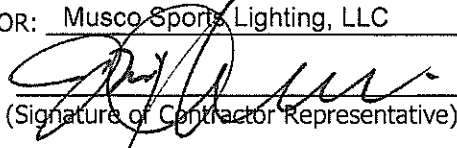
ARCHITECT ENGINEER – The A/E of Record for this Project is: RMF Engineering

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER: City of Charleston

CONTRACTOR: Musco Sports Lighting, LLC

BY: _____
John J. Tecklenburg
Mayor

BY: 
(Signature of Contractor Representative)

James M. Hansen
(Name of Contractor Representative)

ITS: Secretary
(position or title)

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

- A. The Contract Documents forming this agreement shall consist of the following:
1. a fully executed Construction Contract (this document) and any listed attachments thereto;
 2. the Technical Specifications dated, June 6, 2016
 3. the Project Drawings dated June 10, 2016
 4. the Alternate Spread Foundation Drawing, prepared by IOWA SE, PC, dated December 5, 2016.
 5. MUSCO Project Summary, Illumination Summary, and Equipment Layout, File 158852C, dated March 10, 2016;
 6. Exhibit A: Bayview Soccer Complex Lighting Scope of Work Turnkey Installation, prepared by MUSCO Sports Lighting, dated July 20, 2016
 7. Exhibit B: Bayview Soccer Lighting MUSCO Proposal, prepared by MUSCO Sports Lighting, dated February 8, 2017.
 8. other documents as listed in Article 16.

ARTICLE 2 – GENERAL PROVISIONS

- A. The Contractor shall not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor.
- B. The Contractor warrants to the Owner that:
1. it and its subcontractors (if any) are financially able to complete the Work;
 2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the Work assigned;
 3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
 4. it will perform the Work with care and diligence and in a professional and workmanlike manner;
 5. it has visited the work site and is reasonably apprised of the conditions in and around the work area.
- C. Contractor's Rights and Responsibilities
- In addition to any other rights and responsibilities contained in this Agreement, the Contractor shall:
1. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc, as required for the performance of the Work;
 2. visit the work site and obtain information to assist in familiarization with the work site, its conditions and any limitations that would affect the performance of the Work;
 3. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner or its A/E;
 4. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance of the Work;
 5. employ only persons skilled in the Work for which it is to do, employ an experienced superintendent to supervise the Work who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
 6. have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the State of South Carolina, the City of Charleston and as required by this Contract.
- D. Owner's Rights and Responsibilities
- In addition to any other rights and responsibilities contained in this Agreement, the Owner shall:
1. provide the contractor with available information regarding the Work and the work area;
 2. secure and pay for all design permits, assessments, and easements except as required by the Contract Documents;
 3. pay the Contractor for acceptable Work performed, in accordance with the provisions of this Contract;

4. if the Contractor fails to begin the Work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract;
5. act as the A/E in the absence of a licensed design professional.

E. A/E's Rights and Responsibilities

In addition to any other rights and responsibilities contained in the Agreement, the A/E shall:

1. represent the Owner during the construction process through final completion of the Project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in the Contract Documents or otherwise agreed by the Owner;
2. make periodic visits to the site during construction administration to become familiar with the progress and quality of the Work and to determine if the Work is being performed in a manner indicating that the Work is generally progressing in accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of the Work and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the initial interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor. The interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. not be responsible for construction means, methods, techniques, procedures and safety measures in the performance of the Work or acts of omission of the Contractor, Subcontractors or any other entity performing the Work on the site;
8. review periodic requests for payment, and approve or reject the request, in whole or in part;
9. prepare Change Orders or Change Directives as directed by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit the number of sets as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship

1. The Contractor shall not allow the use of any asbestos-containing product.
2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less than 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all material shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

C. Inspection and Testing of Materials

1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by building officials.
2. The Contractor shall leave uncovered all areas of Work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being

inspected. The Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved by the A/E.
2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

1. Only the Owner may authorize changes in the scope of the Contract. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
 - a. For the Contractor or subcontractor on Work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0
 - b. For the Contractor or subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - c. To a first tier subcontractor on work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.

G. Reports

1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

H. Time for Completion

1. Requests for time extensions shall be made promptly. Delays of the Work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time of Completion.
2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.

3. Should completion of the Project extend past the original or amended contract substantial completion date, the Owner will retain as liquidated damages and not as a penalty the amount listed on Page 1 and reduce the Contractor's final payment by that amount.
- I. Guarantees and Warranties
 1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other work or property resulting from such defects for a period of one year from the date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties may be assigned by the Owner at no cost to the Owner and without the approval of the Contractor.
 2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.
 - J. Use of the Site
 1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the Work.
 2. The Contractor shall provide access to the Work in progress for representatives of the Owner, the A/E and for all authorities having jurisdiction over the Work.
 - K. Taxes
 1. The Contractor shall include in its Bid and pay for, all taxes in effect or scheduled to go into effect at the time of bidding or at the completion of negotiations.
 2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4- PAYMENTS

- A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- B. The Contractor shall make payments to Subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Work, and a Construction Schedule, to be used by the architect as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the completed Work until the Final Application for Payment is paid.
- D. The Contractor's Final Application for Payment may be submitted when the following have occurred:
 1. The Contractor has fully performed the Work of the Contract, including the acceptable completion of all punch list items; and,
 2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
 3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
 4. The Contractor has completed all training and other startup/turnover support activities with the Owner staff.
- E. If the Work is completed to the satisfaction of the A/E, the A/E shall certify the application and the Owner shall make final payment.

ARTICLE 5 – CLAIMS

- A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.
- B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.
- C. Claims arising prior to the date final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph a party expressly waives its claim.
- D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 6 – DISPUTE RESOLUTION

The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the Contractor pursuant to the Contract (including the Owner).

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

- A. Owner's Right of Termination
 - 1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon seven (7) days written notice to the Contractor.
 - 2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.
- B. Contractor's Right of Termination
 - 1. The Contractor may terminate the Contract if Work is stopped through no fault of the Contractor, or other persons performing any Work either directly or indirectly for the contractor, for a period of time exceeding sixty (60) consecutive calendar days due to a court order or other public authority having jurisdiction; or a National emergency which requires the Work to be stopped.
 - 2. The Contractor may, upon seven (7) days written notice to the Owner and the A/E, terminate the Contract for the reasons stated above and be compensated for Work completed and materials stored in accordance with the Contract Documents.
- C. Owner's Right of Suspension
 - 1. The Owner may, at any time, suspend the Work, in whole or in part, with or without cause for such period of time as determined by the Owner;
 - 2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor is responsible for job-site safety and the protection of persons and property within the work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.
- B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, then the Contractor shall immediately stop work in the

affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume work until the material has been rendered harmless, removed or protected.

- C. This Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).
- D. For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 – INSURANCE AND BONDS

- A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the Work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.
- B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
 - 1. Premises – Operations.
 - 2. Independent Contractor's Protective.
 - 3. Products and Completed Operations.
 - 4. Personal and Advertising Injury.
 - 5. Contractual, including specified provisions for Contractor's obligations.
 - 6. Broad Form Property Damage, including Completed Operations.
 - 7. Owned, Non-Owned and Hired Vehicles.
- C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the contract:
 - 1. Commercial General Liability:
 - a. General Aggregate (per project) \$ 1,000,000
 - b. Products/Completed Operations \$ 1,000,000
 - c. Personal and Advertising Injury \$ 1,000,000
 - d. Each Occurrence \$ 1,000,000
 - e. Fire Damage \$ 50,000
 - f. Medical Expense (any one person) \$ 5,000
 - 2. Business Auto Liability (including all owned, non-owned, and hired vehicles):
 - a. Combined Single Limit \$ 1,000,000
 - OR-
 - b. Bodily Injury & Property Damage (each) \$ 1,000,000
 - 3. Workers Compensation
 - a. State Statutory
 - b. Employer's Liability \$ 100,000 Per Accident
\$ 500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee
 - c. USL&H and Jones Act \$ 600,000
- D. The aggregate Limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.
- E. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.
- F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25S and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance,

the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the Owner.

- G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for termination of the contract.
- H. Bonds
If required by the Contract Documents, and prior to being issued a Notice to Proceed, the Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. Failure to provide the Bonds may indicate that the Contractor is in material breach of its responsibilities under the Contract.
1. Bonds shall each be in the amount of 100% of the amount of the Contract.
 2. The Surety providing the Bonds shall have, at a minimum a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V" and in no case less than five (5) times the contract amount. The Bonds shall:
 - a. be issued by a surety company licensed to do business in South Carolina; and,
 - b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
 - c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
 - d. display the Surety's' Bond Number.
- I. Property Insurance
The Contractor shall purchase and maintain Builder's Risk insurance in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

ARTICLE 10 – CORRECTION OF WORK

- A. The Contractor shall promptly and with due diligence, correct Work rejected by the A/E or the Owner for failure to conform to the requirements of the Contract, whether such defective Work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient Work including additional testing and inspections and any compensation for A/E services and expenses involved.
- B. If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies they may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies including the Owners expenses, and compensation to the A/E, if necessary.
- C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 11 – CONSTRUCTION BY OWNER

- A. The Owner reserves the right to do work with its own forces or award separate contracts for work on the same project.

- B. The Contractor agrees to allow access to the site by the Owner's work force or separate contractor(s), and agrees to assist in coordinating the progress of the work with the Owner.
- C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 12 – SUBCONTRACTORS

If the Contractor engages subcontractors to provide any Work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in the Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 13 – COMPLETION AND CLOSEOUT

- A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.
- B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.
- C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.
- D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

- A. The Contractor and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of this contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.
- B. This Contract represents the entire and integrated agreement between the Owner and Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.
- D. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove or dispose of any hazardous or toxic materials in any form at the project site.

ARTICLE 15 – GOVERNING LAW

- A. This contract shall be governed by the laws of the State of South Carolina.

ARTICLE 16 – OTHER PROVISIONS (if any)

- A. The Contractor shall indemnify and save harmless the Owner and the Owner's agents and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the City submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

**Bayview Soccer Complex Lighting
Scope of Work
Turnkey Installation**

Owner Responsibilities:

1. Complete access to the site for construction utilizing 2 wheel drive rubber tired equipment.
2. Locate existing underground utilities not covered by utility locate. Locate irrigation systems.
3. Pay for any additional costs due to non-standard soils (rock, caliche, high water table, collapsing holes, etc.) requiring extensive enhanced foundations, beyond the large spread foundations already planned. This not expected.
4. Provide 480 volt, 3 phase power from the utility pad mounted transformer to the existing electrical panel. (This already exists.)
5. Provide conduits from electrical room to in ground junction boxes at ends of fields. (This is existing.)
6. Provide electrical plans needed for permitting.

Musco Responsibilities:

1. Provide the required concrete pole bases for the foundations, galvanized steel poles, pre-wired and factory aimed lighting assemblies, wire harnesses, remote ballast enclosures, and die cast light fixtures. Lighting Contactor Cabinets with Musco Control Link & Communications will also be provided.
2. Provide layout of pole locations and aiming diagram.
3. Provide pole and foundation detail information and drawing to installing Musco subcontractor.
4. Provide pole grounding for each pole.
5. Provide Project Management assistance and oversight for Musco Scope of Work.

Installing Musco Subcontractor Responsibilities:

1. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for equipment as needed and disposal of all packing cardboard and debris. (If city has a recycling center for cardboard, contractor will transport the cardboard to it. Each light fixture has its own cardboard packing box.)
3. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
4. Remote Electrical Enclosures/Ballast Boxes must be stored inside or covered by tarp.
5. Confirm the existing underground utilities and any irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment. Repair any such damage during construction.
6. Provide materials and equipment, including concrete to install Light Structure spread foundations as specified on layout and structural drawings.

CP1531: Bayview Soccer Complex Ballfield Lighting - Exhibit B

Corporate: 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 641/673-0411 800/825-6020 Fax: 641/673-4852
Manufacturing: 2107 Stewart Road PO Box 260 Muscatine, IA 52761 563/263-2281 800/756-1205 Fax: 800/374-6402
Web: www.musco.com **Email:** lighting@musco.com



February 8, 2017

Mr. Nate Yokoyama
Sr. Construction Project Manager
City of Charleston – Capital Projects
823 Meeting Street
Charleston, SC 29403

Re: Bayview Soccer Lighting Musco Proposal

Dear Mr. Yokoyama:

Thank you for the opportunity and for considering Musco Sports Lighting for the Bayview Soccer Fields Lighting. Musco has specialized in sports lighting for over 40 years, and been responsible for most significant innovations in that time. Musco Light Structure Green has been the most significant metal halide innovation. With 40% less electricity, a 90-95% reduction in glare, a much longer lamp life, and a 25 years parts & labor warranty, it truly changed sports lighting.

Musco Light Structure Green

Light Structure Green is a remote ballast, factory aimed system. The major electrical components are located about 10 ft. above ground for easy access and to remove them from the heat of the lamp so they last longer. This also removes their weight from the light fixture so it stays properly aimed.

The structure consists of a centrifugally spun concrete pole base with a slip fit connection to a hot dipped galvanized steel pole. The lighting assembly is one solid piece that is welded before being galvanized. UL listed wire harnesses are included with individual circuits for each light.

Foundations

We will be using spread foundations for this project, which is different from our original plan with the enhanced piers. The stamped structural design indicated the 13.5 ft. and 15.5 ft. square spread foundations would be needed. That has affected the overall cost of the project.

Light Levels

The lighting designs are attached. The light levels are designed for 20 footcandles, which should be adequate for practice and non spectator recreation play. The system does include outstanding glare control which is important given the adjacent residential neighborhood.

Barry Jones: 497 Kings Grant Drive Columbia, SC 29209 803/782-5251 877-807-8980 Fax: 803/782-9116

Lighting . . . We Make It Happen.

Corporate: 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 641/673-0411 800/825-6020 Fax: 641/673-4852
Manufacturing: 2107 Stewart Road PO Box 260 Muscatine, IA 52761 563/263-2281 800/756-1205 Fax: 800/374-6402
Web: www.musco.com Email: lighting@musco.com



Scope of Work

The scope of work for the project does include materials, installation and labor. We have priced this based on the electrical plans, with the existing electrical panels and conduit.

Control Link & Monitoring

The project is designed with the Musco Control Link and monitoring which allows for scheduling and monitoring the use of the system. The system can be operated by scheduling on the computer, calling Musco Control Link Central, or by using the phone app. With Control Link, Musco is able to monitor how the system is operating, and be automatically notified if an outage occurs.

Warranty

When Control Link is included, the warranty on the lighting system, including controls, is 25 years parts and labor. Lamps are included for up to 10,000 hours of use, and a group relamp is included after 5,000 hours of use.

Proposal Costs

The cost for the project including materials, labor, installation and taxes is **\$462,500**. This is based on the purchase through the NJPA Cooperative Purchase Program.

Summary

We appreciate the opportunity and look forward to working with you on this outstanding project. Normal delivery time on our system is 5-6 weeks. We understand the project cannot occur, until the eagles have finished nesting in late spring.

If you have any questions, or if I can be of assistance, please let me know. I look forward to talking with you soon.

Sincerely,
Barry W. Jones
Musco Sports Lighting

Barry Jones: 497 Kings Grant Drive Columbia, SC 29209 803/782-5251 877/807-8980 Fax: 803/782-9116

Lighting . . . We Make It Happen

CPR COMMITTEE and/or COUNCIL AGENDA

12.)

TO: John J. Tecklenburg, Mayor
FROM: Beth Brownlee / Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: LOUIS WARING JR. WEST ASHLEY SENIOR CENTER FEE AMENDMENT #3
REQUEST: Approval of Fee Amendment #3 to the Professional Services Contract with Liollo Architecture in the amount of \$43,100.00 for an additional 135 days of construction administration. This approval will result in a budget transfer of \$43,100.00 to the Liollo Architecture Professional Services Contract from the Project Contingency. The total project budget remains unchanged. The total contract time is increased by 135 days.

COMMITTEE OF COUNCIL: Ways & Means DATE: March 14, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>Supra. Kerdana, Esq.</u>	<input type="checkbox"/>
Capital Project Director	<input type="checkbox"/>	<input type="checkbox"/>	<u>John J. Tecklenburg</u>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept/Div Parks /Capital Projects Acct # 051398-58238

Balance in Account \$43,100.00 Amount needed for this item \$43,100.00

Project Number CP1336

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: The approval of Fee Amendment #3 will result in a \$43,100.00 increase to the Liollo Architecture Professional Services Contract from \$623,437.00 to \$666,537.00. The funding sources for this project are: 2012 General Fund Reserves, 2014 GO Bond, 2013 General Fund Reserves, 2014 General Fund Reserves, and Capital Contribution from Roper St. Francis.

Mayor's Signature: John J. Tecklenburg
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M ON THE DAY OF THE CLERK'S AGENDA MEETING.

City of Charleston
Contract Amendment for Professional Services #03

Project: **CP1336: West Ashley Senior Center**

Owner: City of Charleston
Division of Capital Projects
823 Meeting Street
Charleston, SC 29403

A/E: Liollo Architecture
147 Wappoo Creek Drive, Suite 400
Charleston, SC 29412

Contract Date: March 24, 2015

Amendment Date: February 22, 2017

To the A/E: You are hereby authorized, subject to contract provisions, to make the following changes:

1. Description of the Contract Amendment: Original contract with Liollo Architecture, dated March 2015, included 365 days for construction administration however construction contract was awarded September 2016 for 500 calendar days; therefore we are requesting approval of an amendment with the consultant for \$35,600 for additional 135 calendar days of CA work. This fee amendment also includes additional reimbursables for past work as well as future items for \$7,500.

2. Adjustments to the Contract Sum:

Original Contract Sum.....	\$615,925.00
Change by Previously Approved Contract Amendments.....	\$7,512.00
Contract Sum prior to this Contract Amendment.....	\$623,437.00
Amount of this contract Amendment, complete.....	\$43,100.00
New Contract Sum, including this Contract Amendment	\$666,537.00

3. Adjustments in Contract Time:


Original Date for Contract Completion.....	<u>November 7, 2017</u>
Change in Days by Previously Approved Contract Amendments	<u>0</u>
Change in Days for this Contract Amendment	<u>135 calendar days</u>
New Date for Contract Completion.....	<u>March 22, 2018</u>

ARCHITECT/ ENGINEER:


Cherie A. Liollo, AIA, LEED AP

FEB 22. 2017
(Date)

OWNER:


John J. Tecklenburg, Mayor

3/1/17
(Date)



2016 AIA South Carolina Firm Award Recipient

February 21, 2017 Revised

Ms. Beth Brownlee, RLA
City of Charleston, Department of Parks
823 Meeting Street
Charleston, South Carolina 29403

Re: West Ashley Senior Center – Reimbursable Expenses and Contract Administration

Dear Beth,

We want to thank you and Edmond for meeting with us on February 3. We appreciate the opportunity to share the history of the project, the experience regarding work with both the City and Roper Saint Francis, and our Construction Administration Services for the project. As I've shared with you, we fully believe that transparency is important in the projects in which we work. We have certainly enjoyed working with the City and Roper Saint Francis throughout this project and hope that our relationship can continue to grow stronger. We hope you all have experienced the same.

The purpose of this letter is to outline several items that we ask that you consider for additional compensation. We have described each below.

ADDITIONAL REIMBURSABLES

As we've shared in previous correspondence, we received a notice in July 2017 from Bill Turner that our invoicing of reimbursable expenses, as estimated in our Contract, had been exceeded. At the time, Bill suggested that a Contract adjustment could be made at a later date and that in the meantime, such overages would be paid out of our overall project funding. Of course, we wanted to remedy the issue as quickly as possible. In October, we forwarded a similar letter addressing this issue to Bill, just before his retirement, since he was most familiar with the project through October. Our hope was to revisit this outstanding issue and provide backup information for his review prior to his leaving the City.

As discussed, amounts for reimbursable expenses indicated in the Contract are provided to the Client for budgeting purposes and are estimates only. During the project, the categories and/or the overall total of reimbursable expenses may require adjustment. This is the case with the West Ashley Senior Center project in which our estimated values were exceeded. We have attached a spreadsheet indicating expenses incurred throughout the project and how such expenses have been distributed. In addition, we have provided the following summary which provides a side-by-side comparison of Estimated Expenses and Actual Expenses:

Additional Reimbursables:

Reimbursable Expenses	Estimated Expenses	Actual Expenses as of September 2016 Invoicing
Printing/Reproduction	\$4,700.00	\$15,507.78
Submittal Exchange	\$5,000.00	\$0
Miscellaneous	\$3,975.00	\$3,453.99
Rendering (one color exterior)	\$3,125.00	\$1,089.00
Contract Subtotal	\$16,800.00	\$20,050.77
Additional Service Reimbursable Expenses		
Estimated Kitchen Consultant Reimbursables	\$1,550.000	\$0
Contract + Additional Services Total	\$18,350.00	\$20,050.77

As you will note above, actual expenses for Printing/Reproduction are approximately 4 times the estimated expense value. The attached spreadsheet delineates these costs which have been primarily associated with Design Review Board and Technical Review Committee submittals and number of copies associated with each. No expenses are listed for Submittal Exchange as this was later included as a line item for the General Contractor to provide. Miscellaneous Expenses and Rendering Expenses are delineated on the attached. To assist you in your review, we have also attached copies of the backup materials for Printing/Reproduction which were also included with each Monthly Invoice submitted. As of the September 2016 Invoice, we have exceeded the Reimbursable Expense estimate by \$1,700.77.

Based on the above and anticipating possible expenses over the duration of Contract Administration, it is our recommendation that an additional \$7,500.00 be allocated for potential reimbursable expenses such as mileage, miscellaneous printing and reproduction, etc. bringing the total for Reimbursable Expenses to \$25,850.00. This will allow for \$5,799.23 in Reimbursable Expenses for the remainder of the project. Should a large number of prints, permitting/fees, etc. be required, we will be happy to contact your office for approval and/or for your payment directly to the vendor.

Additional Reimbursable Request: \$7,500

ADDITIONAL CONTRACT ADMINISTRATION

As you are aware, our Agreement between Owner and Architect AIA Document B101-2007 was built upon a 365 day construction project. However, upon unsuccessful bidding of the Phase 1 Henry Tecklenburg Extension project, the City requested that Phase 1 be incorporated into the Waring Senior Center Building project (Phase 2). Therefore, the construction schedule increased from 365 days to 500 days. To remedy the additional contract administration time, Liollo and our consultants request additional funding for CA in the amount of \$35,600.00 and includes the following site visits:

Phase	Original Contract 365 days CA	Additional Fee Add 135 days CA	Modified Contract Total Fee 500 days CA
Construction Administration	\$107,260	\$35,600	\$142,860
Included Site Visits	2 per month	Add 8 site visits	32 site visits (max 40 site visits)

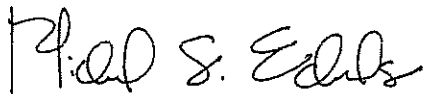
Please note that CA Services include various tasks including but not limited to submittal reviews, RFI responses, closeout, site visits, etc. The additional fee noted above has been considered based on typical work flow for a project. Also, please note that the total site visits noted above are for the full duration of CA; of the site visits noted, 4 site visits have been utilized as of the date of this proposal. Site visits noted do not include visits associated with Substantial Completion and Final Inspection as such visits are included in our Contract in addition to those noted.

Additional Contract Administration: \$35,600.00

Services and or Additional Site Visits beyond those defined above, will be additional services. After receiving authorization from the Client, the Architect will perform the additional service on an hourly or hourly-not-to-exceed basis, using Liollio Architecture's standard rates at the time of service.

Liollio Architecture greatly appreciates this opportunity to provide services to the City of Charleston. If you have any comments, concerns, or if you would like to discuss further, please do not hesitate to contact us.

Sincerely,
Liollio Architecture



Michael S. Edwards, AIA, LEED AP
Project Manager


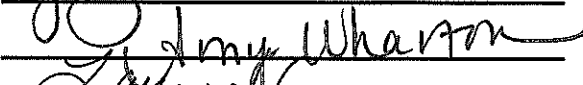

Cc: Cherie A. Liollio, AIA, LEED AP
Lisa S. Gerth, Business Manager
File

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: J. Frank Newham DEPT. Public Service
SUBJECT: LIMEHOUSE STREET EMERGENCY CHECK VALVE INSTALLATION PROJECT
REQUEST: We request approval for B&C Land Development to install a pipe check valve at the Limehouse Street/Battery outfall. This replaces a failed Tideflex valve.

COMMITTEE OF COUNCIL: Ways & Means DATE: March 14, 2017

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Dir. Dept. of Public Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

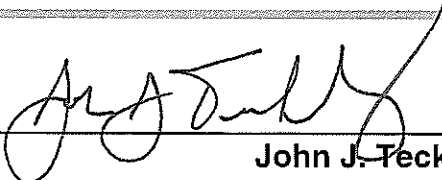
If yes, provide the following: Dept./Div: 193010 Account #: 52425

Balance in Account \$53,625.00 Amount needed for this item \$53,625.00

NEED: Identify any critical time constraint(s). The work was performed as an emergency repair due to the need to prevent potential flooding of the surrounding streets and properties.

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

EMERGENCY PURCHASE JUSTIFICATION FORM

DEPARTMENT: Public Service

PRODUCT: Emergency Stormwater Repair: Limehouse Street

VENDOR: B&C Land Development, Inc.

DATE: February 15, 2017

1. Describe in detail the Emergency and impact to City operations.

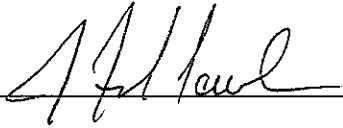
During Hurricane Matthew and subsequent King Tide events, excessive rainfall and abnormally high tides caused flooding in several areas south of Broad Street. In investigating the flooding, it was discovered that a storm drain check valve was only partially opening at low tide. This prevented the outfall from draining effectively. It was decided to install a new check valve to replace the failing valve.

2. Describe in detail the item affected and what corrective action needed.

Due to the long lead time in manufacturing the check valves, it was decided to order the Checkmate valve for this location along with two other Checkmates. B&C had worked on the stormwater pumping and emergency repairs during Matthew and had ordered the replacement valves for the Limehouse, Water Street and Rutledge outfalls. The order was coordinated with Red Valve. The valve was installed inside the existing outfall pipe to prevent future tidal flooding.

3. What is the estimated cost and time to complete repair/replacement.

The cost for this work is \$53,625.00. Work is complete.

Requester Signature  Title SENIOR PROJECT MANAGER

Approver Signature _____ Title _____

INVOICE

B&C LAND DEVELOPMENT, INC.

3785 OLD CHARLESTON HWY
JOHNS ISLAND, SC 29455
Phone # 843-766-8109
Fax # 843-766-8158

DATE	INVOICE #
2/13/2017	731

BILL TO

City Of Charleston
75 Calhoun Street
Charleston, S.C. 29402
Engineering Dept.
Attn: Frank Newham

TERMS

Net 30

DESCRIPTION	Qty	Rate	AMOUNT
Limehouse & Murray Check valve Saw cut asphalt around existing manhole. Demoed existing cone section of manhole. Installed 1EA 36" Checkmate into a 36" HDPE pipe. Pipe with Checkmate was installed into 48" box culvert. Palmetto Gunitite grouted in annular space around new 36" pipe. Removed existing check valve over Battery wall. Installed new 3'x3' EJ hatch on new 60" diameter manhole riser. Reconnected 3EA 8" storm drain laterals coming from curb inlets. Asphalt patch around new top.		53,625.00	53,625.00
TOTAL			\$53,625.00


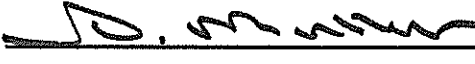
COMMITTEE / COUNCIL AGENDA

14.)

TO: John J. Tecklenburg, Mayor
FROM: Steve Ruemelin DEPT. CPD
SUBJECT: LAW ENFORCEMENT ASSISTANCE AND SUPPORT AGREEMENT WITH UNITED STATES MARSHAL SERVICE
REQUEST: Approve law enforcement assistance and support agreement with United States Marshal Service. They have agreed to sign once approved by and signed by all necessary parties from City.

COMMITTEE OF COUNCIL: _____ DATE: _____

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Chief of Police	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☒

If yes, provide the following: Dept./Div: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature: 

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

STATE OF SOUTH CAROLINA)
)
) LAW ENFORCEMENT
COUNTY OF CHARLESTON) ASSISTANCE AND SUPPORT AGREEMENT

This agreement is made and entered into this ____ day of _____, 2016, by and between the **CITY OF CHARLESTON POLICE DEPARTMENT** and the **UNITED STATES MARSHAL SERVICE**.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 23-20-10, et seq., provides that counties, incorporated municipalities, or other political subdivisions of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions across jurisdictional lines, including but not limited to, patrol services, crowd control, traffic control and safety and other emergency service situations; and

WHEREAS, the parties desire to enter into such an agreement for the purpose of assisting one another in the proper provision and prudent exercise of public safety functions across jurisdictional lines; and

WHEREAS, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in law enforcement matters by the temporary assignment of law enforcement officers between jurisdictions to the fullest extent as is allowed by law; and,

WHEREAS, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law, and,

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I. Statement of Specific Services and Procedures for Requesting Assistance

A. Assistance: The assistance to be rendered pursuant to this Agreement shall solely involve the temporary transfer or assignment of law enforcement officers and/or equipment from one party's jurisdiction to the other for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines.

1) Public Safety Functions include, but are not limited to:

- a) multi-jurisdictional task forces;
- b) criminal investigations (including, but not limited to, investigations relating to illegal narcotics and narcotics related activities);
- c) patrol services;
- d) crowd control;
- e) traffic control;

f) other emergency service situations.

2) Other Emergency Service Situations include, but are not limited to:

- a) riot or disorder;
- b) natural disasters;
- c) mass processing of arrests;
- d) transporting prisoners;
- e) operating temporary detention facilities; and
- f) vehicular pursuits.

B. Procedure for Requesting Assistance

1) Request. A request for assistance shall only be made by the head of the requesting law enforcement agency or his or her designee. The request shall include a description of the situation creating the need for assistance, the number of law enforcement officers requested, the location to which the personnel are to be dispatched, and the officer in charge at such location.

2) Reply. A reply to any request for assistance shall only be made by the head of the assisting law enforcement agency or his or her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to be furnished.

C. Procedures When Assisting.

1) Officer in Charge. The personnel transferred or assigned by the assisting law enforcement agency shall report to the Officer-In-Charge of the requesting law enforcement agency at the designated location or by way of radio contact and shall be subject to the lawful orders and commands of that official. The assisting law enforcement officers shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency.

2) Radio Communication. Radio communication between the requesting law enforcement agency and the assisting law enforcement officers shall be maintained by use of the Charleston Consolidated Dispatch system or State regional radio channel system, unless a radio channel that is mutually shared by the parties hereto is otherwise available.

3) Release. The assisting law enforcement officers temporarily transferred or assigned shall be released by the Officer-In-Charge when their services are no longer required or when they are needed to respond to a situation within the geographical boundaries of their own jurisdiction; provided, however, the assisting law enforcement officers shall use their best efforts to complete the requested services prior to being released.

D. Vesting of Authority and Jurisdiction. To the fullest extent permitted by the Constitution and statutes of this state, for purposes of investigation, arrest or any other activity related to the purpose for which they were requested, assisting officers assigned under this agreement shall be vested with the same jurisdiction, authority, powers, privileges, immunities, rights and duties to enforce laws of the State of South Carolina and/or the laws of the requesting agency's jurisdiction, as officers of the requesting agency.

II. Financial Issues.

A. Compensation and Reimbursement.

1. The temporary transfer or assignment of law enforcement officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension or retirement rights of such transferred or assigned officers, and such officers shall continue to be paid by the agency where they are permanently employed.

2. The parties agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind, to include the ancillary benefits of increased investigation and prevention of crime in their respective jurisdictions.

3. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

B. Costs and Expenses. Except as otherwise provided herein, each party shall bear its own costs and expenses incurred in the performance of its obligations hereunder.

C. Insurance and Bond. It is agreed and understood that the parties hereto shall be solely responsible for maintaining such insurance protection and workers compensation coverage on its employees as may be required by law or deemed advisable by the party. The bond, if any, for any officers operating under this agreement, shall include coverage for their activity in the other jurisdiction covered by this agreement in the same manner and to the same extent provided by the bonds of regularly employed officers of that county or municipality.

III. Arrangements for use of Equipment and Facilities.

A. Supply and Provision of Equipment and Facilities. Each party shall be responsible for the maintenance of its own equipment and shall supply the equipment for its law enforcement officers. The host agency will procure and provide the facilities for law enforcement operations and will designate its location at the time assistance is requested unless otherwise agreed upon by the parties.

B. Damage to Equipment. Each party shall bear the risk of its damage or loss to its own equipment; provided, however, that if the equipment is damaged by the acts or omissions of employees of the other party, then the other party shall reimburse the damaged party for its loss.

IV. Records and the Processing of Requests Pursuant to the Freedom of Information Act.

A. Records. The requesting law enforcement agency shall be primarily responsible to maintain records relating to the incident for which assistance has been requested. However, each law enforcement agency shall maintain its own personnel and other usually kept records as to its assigned officers. Each party shall make records relating to law enforcement activities conducted pursuant to this Agreement available to the other party upon request and without costs.

B. Processing Freedom of Information Act Requests. Each party shall be responsible for responding to Freedom of Information Act requests received by their agency in accordance with South Carolina Law. It is anticipated, but not required, that when responding to Freedom of Information Act requests the parties will consult with one another to ensure their responses to such requests are complete, consistent and in compliance with South Carolina Law.

V. Legal Contingencies.

A. Lawsuits and Payment of Damages Arising from Provided Services. Neither party shall be responsible for defending any legal action brought against the other party or its employees arising out of circumstances in which assistance was requested or provided, nor shall it be responsible to pay any fees, costs, damages or verdicts incurred by the other party in such a legal action.

B. No Indemnification or Third-Party Rights. The parties shall be solely responsible for the acts and omissions of their respective employees, officers and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such a right. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any person or entity not a party to this agreement.

VI. Stipulation Regarding Control Over Assisting Agency's Personnel.

A. Primary Responsibility. It is agreed and understood that the primary responsibility of the parties hereto is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance.

B. Control. Except as otherwise agreed among the parties, each party shall maintain control over its personnel.

C. Employment Status. Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this agreement shall be the employees of the law enforcement agency requesting such assistance.

VII. Term, Duration, Modification and Termination.

A. Term and Duration. This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

B. Modification. This Agreement shall not be modified, amended or changed in any manner except upon the express written consent of the parties hereto.

C. Termination. This Agreement may be terminated by either party by providing written notice to the other party. Such notice becomes effective upon receipt of the notice by the other party.

VIII. General Provisions.


A. Responsibility to Respective Governing Bodies Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

B. Severability. Should any part of this Agreement be found to be unenforceable by any court or other competent authority, the rest shall still remain in full force and effect.

C. Binding Successors in Office. All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

City of Charleston:



Witness



Chief Gregory Mullen

Witness

Mayor John Tecklenburg

U.S. MARSHAL SERVICE:

Witness

Witness


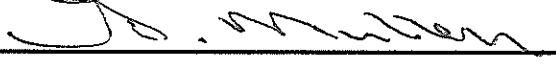
COMMITTEE / COUNCIL AGENDA

15.)

TO: John J. Tecklenburg, Mayor
FROM: Steve Ruemelin DEPT. CPD
SUBJECT: LAW ENFORCEMENT ASSISTANCE AND SUPPORT AGREEMENT WITH COLLETON COUNTY SHERIFF'S OFFICE
REQUEST: Approve attached Law Enforcement Assistance and Support Agreement with Colleton County Sheriff's Office.

COMMITTEE OF COUNCIL: DATE:

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Chief of Police	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div: Account #::

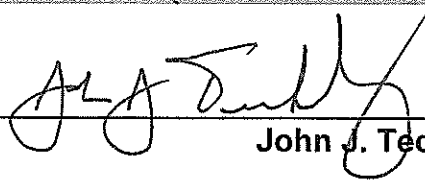
Balance in Account Amount needed for this item

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature:



John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF COLLETON)

**LAW ENFORCEMENT
ASSISTANCE AND SUPPORT AGREEMENT**

This agreement is made and entered into this _____ day of _____ 2017, by and between the **COLLETON COUNTY SHERIFF'S OFFICE**, 112 S. Miller Street, Walterboro, SC 29488 and the **CHARLESTON POLICE DEPARTMENT**, 180 Lockwood Blvd., Charleston, SC 29405.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 23-20-10, et seq., provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines;

WHEREAS, the **COLLETON COUNTY SHERIFF'S OFFICE** desires to enter into such an agreement with the **CHARLESTON POLICE DEPARTMENT** for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency's officers in the requesting agency's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written Agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the Agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal or other activity for which the agreement is drawn. This Agreement is in no way intended to effect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party's jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party's jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests;
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Traffic Control and Safety;
- K. Criminal Investigations; or
- L. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by **the Sheriff (or Chief) of Colleton County**, or his/her designee, or the, **Chief of CHARLESTON POLICE DEPARTMENT** or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by **the Sheriff (or Chief) of Colleton County**, or his/her designee, or the, **Chief of CHARLESTON POLICE DEPARTMENT**, or his/her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to respond.
- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the

requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.

- D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

The requesting law enforcement agency shall be primarily responsible to maintain records relating to the law enforcement activities conducted pursuant to this agreement. Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above and each party shall make such records available to the other party upon request and without costs.

6. REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Upon receipt, each agency participating in this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act. It is anticipated, but not required, that when responding to Freedom of Information Act requests that the parties will consult with one another to ensure their responses to such requests are complete, consistent and in compliance with South Carolina law.

7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement. Any agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

8. INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. MODIFICATION OR AMENDMENT

This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this Agreement.

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

12. SEVERABILITY

Should any part of this Agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

13. BINDING SUCCESSORS IN OFFICE

All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

14. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this agreement.

15. TERMINATION

This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

16. TERM AND RENEWAL

This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

17. USE OF EQUIPMENT AND FACILITIES

Each party shall be responsible for the maintenance of its own equipment and shall supply equipment for its own law enforcement officers unless otherwise agreed. The requesting agency shall be responsible for the procurement of facilities for law enforcement operations and will designate the location of such facilities at the time assistance is requested, unless otherwise agreed upon by the parties.

18. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any approval requirements to their respective governing bodies as may be required under South Carolina law.

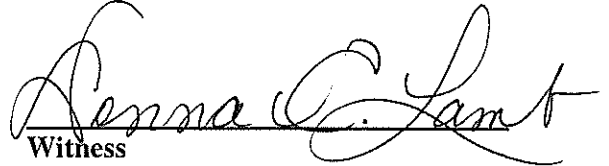
IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

COLLETON COUNTY SHERIFF'S OFFICE



Robert A. Strickland, Sheriff
Colleton County Sheriff's Office

WITNESSES


Witness

CITY OF CHARLESTON

Chief Gregory Mullen
Charleston Police Department

Witness

Mayor John J. Tecklenburg

Witness


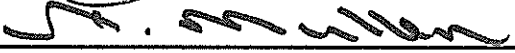
COMMITTEE / COUNCIL AGENDA

16.)

TO: John J. Tecklenburg, Mayor
FROM: Steve Ruemelin DEPT. CPD
SUBJECT: CONTRACT BETWEEN CPD AND TURNING LEAF PROJECT
REQUEST: Approve contract between CPD and Turning Leaf Project. Turning Leaf Project provides pre-release and post-release reentry programs for CCDC inmates. The amount to be paid by the city is \$85,000. This is the same amount for similar contract approved in 2016.

COMMITTEE OF COUNCIL: _____ DATE: _____

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

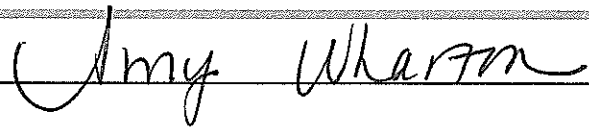
	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Chief of Police	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

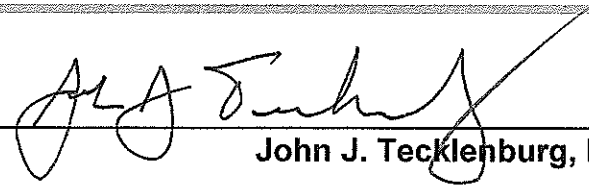
If yes, provide the following: Dept./Div: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

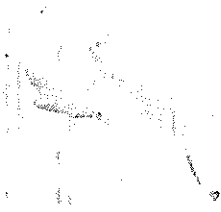
NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



Turning Leaf Project

Changing lives, Restoring hope

P.O. Box 80112 | Charleston, SC 29416 | 843.847.1089

www.turningleafproject.com

CONTRACT – TURNING LEAF PROJECT

THIS AGREEMENT is executed by and between Turning Leaf Project (hereinafter referred to as “Provider”) and the City of Charleston (hereinafter referred to as the “City”) for the purpose of offering inmates at the Sheriff Al Cannon Detention Center a pre-release and post-release reentry program (hereinafter referred to as the “Program”). “Provider” includes any staff, Providers or contract employees of Turning Leaf.

WHEREAS, it is the intention of the Parties to offer the Program for the purpose of building a healthier and safer community, to reduce crime and violence and rates of re-incarceration, to save tax dollars and to increase the chances of individuals becoming contributing members of society upon release from incarceration.

I. SCOPE OF AGREEMENT

- A. This Agreement forms the basis of mutual understanding and respective responsibilities between Provider and the City for implementation and support of the Program.
- B. This Agreement will be from January 1, 2017 to December 31, 2017, with review for continuation of the Program at yearly intervals thereafter. Renewal of this Agreement and continuation of the Program will be subject to each Party signing a renewal agreement.
- C. Provider and the City will formally review the progress made towards benchmarks outlined in this agreement on a quarterly basis, by the 15th day of each quarter (March, June, September and December).

II. RESPONSIBILITIES UNDER THIS CONTRACT

Pre-Release:

- Provider will facilitate and / or supervise the facilitation of three classes each calendar year of a 35 hour Thinking for a Change cognitive behavioral class at the Charleston County Detention Center.
- Provider will coordinate with the Jail Inmate Program Coordinator to screen inmates for participation, develop attendance rosters and class schedules, and promote the center based program to men being released.

Post-Release:

- Provider will recruit students for the community-based program from state and federal probation, local detention centers, state prisons and community agencies that work with the formerly incarcerated population.
- Provider will coordinate services to men recently released from incarceration scoring medium to very high on a risk assessment.

- Provider will facilitate 15 hours of classes weekly to participants, with 80% of all classes based in concepts of cognitive behavioral therapy for an average of 8 – 12 weeks.
- Provider will offer one hour of individual case management services weekly or bi-weekly to all participants for an average of 6 – 9 months.
- Provider will ensure and supervise random drug testing for all participants during the entire length of the program, 6 – 9 months.
- Provider will coordinate transitional employment for all participants at a government agency or private work partner following completion of 8 – 12 weeks of classes.
- Provider will provide on-the-job coaching to maximize work performance and permanent job placement.
- Provider will ensure that all graduates have met the program's intermediate outcomes of: scoring low on a risk assessment, demonstrated use of key social and cognitive skills, permanent employment, 3 months of negative drug tests, in compliance with probation.

Capacity Building & Fundraising:

- Provider will conduct outreach (including but limited to outreach to political, business and community leaders) in order to build a base of support for board development, transitional work and permanent employment opportunities, as well as to obtain sustainable sources of funding. Outreach includes but is not limited to traditional and social media, meetings with interested community members and businesses, state and federal agencies and elected officials, contact with faith groups and other nonprofits, and developing relationships with local businesses and policymakers.
- Provider and City will collaborate with the US Attorney's Office to implement the Program, to seek federal assistance, to initiate participation in the program by Federal prisoners, and to further the goals of the project.
- Provider will work with the City to develop a financial partnership with the State of South Carolina, the City of North Charleston and the Charleston County Council.

Staff Hiring & Supervision:

- Provider will recruit and supervise needed staff to carry out pre and post release program duties and facilitate the hiring of staff, including payroll, tax forms, computer, email and phone setup, and coordinate staff training.
- Provider will contract with a qualified service provider to manage monthly payroll and bookkeeping services.

Compensation:

During the term of this Agreement, the Provider will be compensated the amount of \$10,000 per quarter for the services of the Executive Director and in the amount \$9,500 per quarter for the services of the Job Coach. The total yearly compensation for both the Executive Director and Program manager shall not exceed \$78,000.

In addition, the Provider will be reimbursed reasonable expenses not to exceed \$1,750 per quarter. Reasonable expenses include: office supplies, classroom supplies, travel and parking, building supplies and maintenance for van and reentry center, internet and phone and classroom incentives. The total yearly expenses shall not exceed \$7,000.

Payroll expenses for the 1st quarter need to be paid in advance. Payroll expenses will be invoiced early and need to be paid no later than eight (8) weeks into the 1st quarter.

Payroll expenses for the 2nd quarter need to be paid in advance. Payroll expenses will be invoiced early and need to be paid no later than two weeks into the 2nd quarter.

Payroll expenses for the 3rd quarter need to be paid in advance. Payroll expenses need to be invoiced early and need to be paid no later than two weeks into the 3rd quarter.

Payroll expenses for the 4th quarter need to be paid in advance. Payroll expenses need to be invoiced early and need to be paid no later than two weeks into the fourth quarter.

Data Management & Outcomes:

- Provider will manage a cloud-based computer database system to capture program data and measure outputs and outcomes.
- Provider will train staff on use of database and ensure that all records are entered efficiently and accurately.
- Provider will act as Administrator of the database and liaison to the consulting software agency, be responsible for making needed modifications to the database as the Program advances, and ensure that relevant data is captured resulting in reports that demonstrate outcomes asked for by funders and community partners.
- Provider will run reports for Board and the City as requested to demonstrate the outcomes and progress of the Project.

BENCHMARKS FOR YEAR 2017

January – March

- Submit PPP RFP (January)
- Submit N. Charleston Exchange Club grant (January)
- Move community based program to the former Coastal Pre-Release building (January)
- Submit SC Bar Foundation grant (February)
- Meet with newly formed Governance & Development committees (February)
- Annual report distributed via email (February)
- Meet with Nucor Steel to discuss job partnership (February)
- Engage state and local government officials / tour of the new center (February / March)
- Speak to two community groups about TL (February / March)
- Meet with Boeing / Boeing LOI (March)
- Host an event at the new space to inform / engage local community (March)
- Work with Senator Kimpson to request funds in the 2017/18 state budget (March)
- Meet with county council members to have funds in 2017/18 county budget (March)

April – June

- Submit Yashik Foundation grant (April)
- Staff training in Cincinnati (May)

- Submit Sisters of Charity grant (May)
- Submit Coastal Community Foundation grant (June)
- Present to Chas. County Bar Association to request funds (June)
- Speak to three/four community groups about TL (April – June)
- Meet with second manufacturing company to develop work partnership (April – June)
- Presentation to state delegations members (April – June)

July – September

- Mid-year update for Mayor Tecklenburg (July)
- Staff training in Cincinnati (August)
- Governance committee recruit new Board members (July – September)
- Speak to three / four community groups about TL (July – September)
- Speak at community input sessions N. Chas / City / County (July – September)

October – December

- Submit federal probation contract RFP (October)
- Meet with Mayor Tecklenburg for updates / 2018 budget (October)
- End of year annual giving campaign / holiday cards / donation drive (December)
- Engage Board for 100% financial participation (December)
- Speak to two / three community groups about TL (October – December)

Program Benchmarks:

1. Enrollment

- Target: Maintain enrollment of 6-8 students in Phase I at all times

2. Student achievement in phase I

- Target: 60% of all enrolled students move to phase II

3. Student achievement in phase II

- Target: 75% of all phase II students graduate the program

4. Long term impact

- Target: Less than 30% of graduates will return to incarceration after 3 years

IV. INDEPENDENT PROVIDER

This Agreement is considered a contract for the provision of services only between the City of Charleston and the Provider as an independent Provider. The Provider agrees to provide services as an independent Provider using individual sound professional judgment and to comply with all applicable professional standards established by any applicable certifying agencies or organizations, and laws and regulations

V. INSURANCE/INDEMNIFICATION

The Provider acknowledges that the City does not provide any liability insurance for the benefit of the Provider. Thus, if someone is injured as a result of the acts or omissions of the Provider, neither the

City nor the City's insurers shall provide any insurance benefits for the benefit of the Provider or its employees or agents. The Provider shall maintain general liability insurance coverage to the limits of \$600,000. Except for expenses or liabilities incurred by the Provider arising from the negligence of the City, the Provider hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement. This promise by the Provider to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees. When the City submits notice, Provider shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

VI. TERMINATION

The City, by advance written notice, may terminate this Agreement when it is in the best interest of the City of Charleston, including but not limited to the Provider's refusal or failure to perform the services outlined herein in a timely and professional manner in accordance with this Agreement. If this Agreement is so terminated, the Provider shall not be compensated for any costs in connection with a termination for convenience. The Provider shall not be entitled to recover any damages in connection with a termination for convenience.

VII. WRITTEN AGREEMENT BETWEEN THE CITY AND PROVIDER

This Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto. This Agreement may be modified only by a written agreement signed by the City and the Provider.

VIII. NOTICE

Any notice, authorization, request or demand required or permitted under this Agreement shall be in writing and shall be deemed to have been given on: (a) the date of service of served personally or (b) the third day after mailing by first-class mail, registered or certified, postage prepaid, to the party to whom notice is given if properly addressed as follows:

For the City:

Mayor John Tecklenburg
80 Broad Street
Charleston, SC 29401

With copies to:

Chief Greg Mullen
Charleston Police Department
180 Lockwood Blvd.
Charleston, SC 29403

Legal Department

50 Broad Street
Charleston, SC 29401

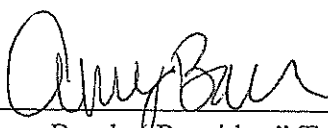
For the Provider:

Amy Barch
Turning Leaf Project
P.O. Box 80112
Charleston, SC 29406

IX. CONTROLLING LAW

The laws of South Carolina shall govern this Agreement.

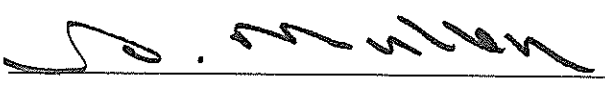
IN WITNESS WHEREOF, the parties hereto, by their authorized representative, have signed this Agreement on the day and year first written above.



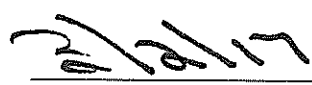
Amy Barch, "Provider," Turning Leaf Project



Date



Chief Greg Mullen,
City of Charleston Police Department



Date

Mayor John Tecklenburg
Mayor, City of Charleston

Date